

CANON HBL 564

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URBAN/MUNICIPAL

Hamilton. Dept of the City Solicitor

L Hamilton Public Library &
Farmer's Market - Cost Overrun
Documentation

VOL 4

THIS AGREEMENT made in triplicate the 28th day of October, 1975.

HAMILTON PUBLIC LIBRARY

MAR 14 1981

GOVERNMENT DOCUMENTS

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON

Hereinafter called the "Client"

- and -

ANTHONY BUTLER, PHILIP R. BROOK, WILLIAM E. CARRUTHERS and JOHN N. SHAW, carrying on the practise of Architecture under the name Anthony Butler/Brook Carruthers Shaw, Associated Architects for the Hamilton Central Library and Farmers' Market

Hereinafter called the "Architect"

WHEREAS the Client intends to erect a new Central Library and Farmers' Market on Part 7 of the Lloyd D. Jackson Square Redevelopment Scheme.

NOW THEREFORE, the Client and the Architect for the considerations hereinafter named agree as follows:

ARTICLE 1.

The Architect shall perform for the above-named work professional services as hereinafter set forth.

ARTICLE 2. THE ARCHITECT'S SERVICES

- (a) BASIC PROFESSIONAL SERVICES. The Architect's basic professional services consist of taking the Client's instructions; preparing the necessary preliminary design studies; making preliminary estimates; preparing working drawings, specifications, information to bidders, tender forms, general contract documents for calling tenders, analyzing tenders and advising on the awarding of the construction contract and proposals; selecting, engaging and instructing Consultants (Client's approval in writing shall be obtained prior to engaging any Consultants);

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GOVERNMENT DOCUMENTS

furnishing to the Contractor necessary copies of the contract drawings and specifications and large scale detail drawings; processing shop drawings; certifying and passing accounts; and issuing Certificates for Payments; and the general administration of the construction contract. "Taking the Client's instructions" shall include participating in discussions at committee meetings, meetings of the Library Board, the Market Stall Holders Committee, and meetings with Yale Properties.

- (b) ESTIMATES OF COST. The Architect shall prepare preliminary estimates of the cost of the work. He shall review and revise such estimates from time to time as the preparation of drawings and specifications proceeds.
- (c) ADMINISTRATION OF THE CONTRACT AND INSPECTION OF THE WORK. Where required by the contract between the Client and the Contractor, the Architect shall make decisions on matters relating to the execution and progress of the work or the interpretation of the Contract Documents, and all such decisions made by the Architect are first subject to the City Engineer's approval.

The Architect shall make regular visits to the site to familiarize himself with the progress and quality of the work, to give guidance to the staff and the Contractor, to guard the Client against defects and deficiencies in the Contractor's work, and to reasonably ensure that the work is being carried out in accordance with the Contract Documents.

- (d) SITE REPRESENTATION (ARCHITECT'S SITE REPRESENTATIVE(S)).

If the Client requires full time inspection during the progress of the work, technical site personnel, referred to as Architect's Site Representative(s), acceptable both to the Architect and the Client will be retained. The Architect's Site Representative(s) will take instructions from the Architect and report on their observations directly to the Architect. On the basis of these observations, the Architect will keep the Owner informed of the progress of the work so as to guard the Owner against defect and deficiencies in the work of the Contractor and so as to reasonably ensure that the work is being carried out in accordance with the Contract Documents.

The Client is responsible for all costs of Architect's Site Representative(s). These costs will be charged to the Client by the Architect as stated in Article 5(c) (5).

- (e) CERTIFICATES FOR PAYMENT. Based on the Architect's

observations on the site as noted above, and the Contractor's Application for Payment, he shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. These Certificates shall constitute a representation to the Client, based on such observations and the data comprising the Application For Payment that the work has progressed to the point indicated. By issuing a Certificate For Payment, the Architect shall also represent to the Client that, to the best of his knowledge, opinion and belief, the quality of the work is in accordance with the Contract Documents. He shall conduct inspections to determine the dates of substantial and final completion, and shall issue a final Certificate For Payment.

ARTICLE 3. THE CLIENT'S RESPONSIBILITIES.

- (a) REQUIREMENTS, SURVEYS, BORINGS AND TESTS. The Client shall furnish the Architect with a definitive statement of his requirements, an accurate survey of the building site, including all information required for the setting out of the structure, and giving the grades and lines of streets, pavements, adjoining properties, and structures thereon, the rights, restrictions, easements, boundaries and contours of or affecting the building site, and all information which the Client has available respecting underground utilities. The Client shall pay also for borings or test pits and for chemical, mechanical and other tests, including associated interpretation and evaluation which may be required, and for any advertising incidental to obtaining tenders, and for any permits or licences which may be required. The Architect shall not be responsible for costs or damages arising from errors or omissions in any of this information, unless such errors or omissions are made by the Architect.
- (b) CLIENT'S DECISIONS. The Client shall give due considerations to all matters relating to the work and, whenever prompt action is necessary, he shall inform the Architect of his decisions in such reasonable time as not to delay the work of the Architect nor to prevent him from providing documents or instructions to contractors promptly.
- (c) CLIENT'S SITE REPRESENTATIVE. If constant representation of the Client on the job during progress of the work is desired by the Client, a Client's Site Representative shall be retained. He shall perform under the direction and control of the Client who shall pay his salary and he shall co-ordinate his work with the Architect.

ARTICLE 4. PROVISIONS AND CONDITIONS.

- (a) DEFINITION OF "COST OF THE WORK". "Cost of the Work" means

- 4 -

the cost to the Client of the work and approved additions thereto including Contractor's profits and expenses but not including Architect's and Engineering Consultant's fees or the fees of other special consultants or reimbursements or the salary of a Client's Site Representative or Architect's Site Representative(s). Should labour or material be furnished by the Client below its market cost, or should old materials be reused, cost is to be interpreted as the cost of all materials and labour necessary to complete the work if all materials had been new and if all labour had been paid for at existing market prices when the work was ordered. Applicable Federal and Provincial Sales Taxes shall not be considered part of the cost of the work.

- (b) ABANDONED, SUSPENDED OR DEFERRED WORK. The Client may at any time abandon, suspend or defer the work and the Architect shall be entitled to payment forthwith for all services rendered by him up to the date of such abandoned, suspended or deferred work and for all services arising therefrom.
- (c) ADDITIONAL SERVICES.
- (1) If after a definite scheme has been approved, the Client makes a decision which for its proper execution involves additional services or expenses for changes in or additions to the drawings or specifications or otherwise; or
 - (2) If the Architect is required to perform additional services or pay expenses because of delays caused by the Client or the Contractor, or because of the delinquency or insolvency or death of either of such parties, or by litigation, labour disputes, or as the result of damage to the work in progress by fire, lightning or tempest;

The Architect shall be equitably paid for such extra services and expenses.

(d) FEES FOR CONSULTANTS.

- (1) The cost of structural, mechanical and electrical engineering, which by professional experience and opinion is considered normal to this specific building type, shall be borne by the Architect. Where structural, mechanical and electrical engineering is in excess of normal, the Architect's fees shall be increased by an amount to be agreed upon by the Client and Architect to cover the additional engineering services involved.

- (2) Where the work is of such a nature as to require the services of a special consultant, the Architect may, upon receipt of the approval of the Client in writing, retain such a consultant whose fees shall be paid by the Architect, and the Architect shall be reimbursed by the Client therefore, plus a fee to the Architect as agreed upon by the Client and Architect to cover co-ordination of such consulting services.
- (3) If the Client should desire to bring in a special consultant on the work or any part of it, the Architect shall collaborate with him and the fees of such consultant shall be paid by the Client, plus a fee to the Architect as agreed upon by the Client and Architect to cover co-ordination of such consulting services.
- (e) CONSTRUCTION EMERGENCIES. While the work is in progress, the Architect may on behalf of, and as Agent of the Client, give orders and cause to be performed such conservatory or remedial work or work necessary to life or safety as in his discretion seems necessary or expedient in the Client's interest in the case of a construction emergency. The cost of such work shall become part of the cost of the work (Article 4 (a)). Where at all possible, the Architect shall first obtain the approval of the Client in writing before giving said orders and before causing said work to be done.
- (f) DEDUCTIONS. No deductions shall be made from the moneys payable to the Architect because of any penalties, liquidated damages, statutory holdbacks, or other sums withheld from payments to the Contractor or other persons engaged on the work.
- (g) OWNERSHIP OF DOCUMENTS. The Client shall be entitled to ownership of all drawings, specifications and documents prepared by the Architect pursuant to this agreement and the Architect hereby irrevocably assigns to the Client his copyright therein solely for the purpose of proceeding to the completion of one example of the work contemplated, notwithstanding that the services of the Architect under this Agreement may have been terminated by the Client.

ARTICLE 5. PROFESSIONAL CHARGES.

- (a) FEE FOR BASIC SERVICES. The Client shall pay the Architect for his basic services a fee in proportion to the cost of the work as shown in category 5 of the Schedule of Recommended

Minimum Fees which is attached to this Agreement as Appendix A. If the cost of the work exceeds the Architect's estimate thereof as submitted at the time of calling tenders, then payment shall be calculated on the amount of that estimate. The fee for design and specification of furniture and shelving, if requested by the Client, shall be 10% of the cost of the furniture and shelving.

(b) FEE FOR ADDITIONAL SERVICES.

- (1) "Cost Plus" Contract. If the work, or any part of the work, is let on a "cost plus" basis, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
- (2) Separate Contracts. If the work, or any part of the work, is let under separate contracts, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
- (3) Management Contract. If the work is to be administered by the process of sequential tendering, management, or a form thereof, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
- (4) Changes to the Contract Documents. Fees based upon time rates shall be charged for each change to the Contract Documents which results in a credit to the Contract, if the credit exceeds \$1,000.00.
- (5) Public Participation. If the Architect is required to provide extra services, specifically related to the understanding and approval of public groups, fees based on time rates shall be charged for this work in addition to the fee for basic services.

(c) DISBURSEMENTS. The Client shall reimburse the Architect for the following disbursements, in addition to other disbursements herein provided for:

- (1) The cost of printing or reproduction of documents, except for the cost of printing and reproduction of documents for circulation between the Architect and his associated consultants, or for circulation in reasonable quantities between the Architect and the Client during design development and preparation of Contract Documents.
- (2) When authorized by the Client, the cost of transportation and living expenses incurred by himself or his assistants while travelling in discharge of duties

connected with the work beyond fifty (50) miles from the Architect's office, computed on the actual cost of travel by rail or air, and at eighteen (\$.18) cents per mile for travel by automobile.

- (3) The cost of telegrams and long distance calls made in the interests of the Client.
- (4) The cost of all tender and legal advertising and all required statutory inspection fees.
- (5) The cost of full time Architect's Site Representative(s) if required by the Client, at 1.7 times the payroll cost of this staff.
- (6) The cost of any other disbursement approved in advance by the Client.

ARTICLE 6. PAYMENT TO THE ARCHITECT.

- (a) SCHEDULE. The Architect shall have been deemed to have earned on account of his fee and payment shall be made monthly, the amounts of payments being based upon fractions of the total fee, together with any additional charges related to disbursements or agreed upon additional services, according to the following:
 - (1) Upon completion of the schematic design phase, the monthly payments to the Architect should total an amount equal to 1/6 of his total fee computed upon a reasonable estimate of the cost of the work.
 - (2) Upon completion of design development and preliminary drawings, the total of monthly payments to the Architect should total an amount equal to 1/4 of his total fee computed upon a reasonable estimate of the cost of the work.
 - (3) Upon completion of approximately 75% of the contract documents the total of monthly payments to the Architect should total an amount equal to 5/8 of his total fee computed upon a reasonable estimate of the cost of the work.
 - (4) Upon completion of contract documents to the point where they might be submitted to tender the total of monthly payments to the Architect should total an amount equal to 3/4 of the total fee computed upon a reasonable

estimate of the cost of the work. If tenders have been received, the fee is to be computed upon the tender accepted by the Client and if no tender has been accepted, the fee is based upon the lowest bona fide tender received. However, the amount of the fee, when based upon tenders shall not exceed what it would be if based upon the Architect's estimate submitted at the time of tender.

- (5) During the execution of the work, and having regard to the total services to be rendered by the Architect in connection therewith and to the extent to which such services have been rendered, payments are to be made to the Architect until the aggregate of all payments made on account of the basic fee shall equal the total fee.

ARTICLE 7. GENERAL

- (a) This Agreement shall enure to the benefit of and be binding upon the Parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors and assigns.
- (b) If the Architect should desire to bring in a new partner or partners to share the benefit and burden of this Agreement, he may do so after obtaining the consent of the Client, which consent shall not be unreasonably withheld.
- (c) Except as aforesaid neither Party may assign this Agreement without the consent in writing of the other.

ARTICLE 8. ADDITIONAL TERMS.

- (a) INDEMNIFICATION - LIABILITY INSURANCE.

Notwithstanding the provisions of this Agreement, the Architect agrees to indemnify and save harmless the Client from all claims, actions, expenses, demands or other costs arising out of the Architect's professional design responsibility and all other services of the Architect under this Agreement and from any increased costs of the project to the Client resulting from the negligent error or omission of the Architect. In connection with this indemnification by the Architect, the Architect agrees to purchase and maintain in force at his expense a policy of Professional Liability Insurance, acceptable to the Client, in the amount of \$250,000.00, with \$5,000.00 deductible, and a certified copy of that policy is to be delivered to the Client upon execution of this Agreement. It is hereby expressly provided that the said Policy is,

- (1) not to be construed as a limit of the liability of the Architect in the performance by the Architect of his professional services under this agreement, and
- (2) kept in full force and effect for a period of time ending not sooner than two years after completion of construction of this project, and
- (3) to be in a form acceptable to the Solicitor for the Client.

(b) ASSOCIATE ARCHITECT.

The Architect undertakes to engage the firm of William E. Wall, Architect as Associate Architect for the Farmer's Market portion of this project. The cost of the Associate Architect's services shall be borne by the Architect.

- (c) The Architect agrees to work with the Hamilton Public Library Board and its staff during the design period, if requested to by the Client, in order to allow them to have full input into the design of the proposed Central Library.

- (d) Other than in the case of construction emergencies as provided for in Article 4, clause (e) hereto, if the Architect considers that work should be done which work is not specifically covered by the contract between the Client and the Contractor, he shall first obtain approval in writing from the Client before authorizing the work to be done.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

THE CORPORATION OF THE CITY OF HAMILTON (Client)

Unine Hysco
Acting Mayor

E. J. Simpson
Clerk

DATE: JUN 8 1976

ANTHONY BUTLER, PHILIP R. BROOK, WILLIAM E. CARRUTHERS and JOHN N. SHAW, carrying on the practise of Architecture under the name Anthony Butler/Brook Carruthers Shaw, Associated Architects for the Hamilton Central Library and Farmers' Market (Architect)

THIS 2 day of June 1976.

Anthony Butler
Anthony Butler

Philip R. Brook
Philip R. Brook

William E. Carruthers
William E. Carruthers

John N. Shaw
John N. Shaw

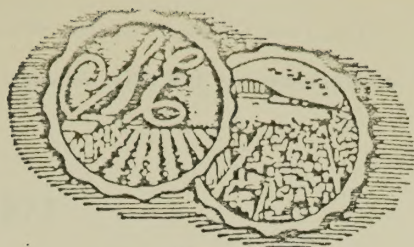
APPROVED
AS TO FORM

CITY SOLICITOR

SCHEDULE OF RECOMMENDED MINIMUM
FEES

Division	Cost of the Work	Category					
		1	2	3	4	5	6
1.	up to \$125,000	*	Fee to be negotiated or on a Per Diem basis				
2.	up to \$300,000						
	(i) For the first \$125,000	\$7,500 5.00%	\$6,900 5.20%	\$10,000 7.20%	\$11,250 8.00%		
	(ii) On the remainder						
3.	up to \$600,000						
	(i) For the first \$300,000	\$16,250 4.00%	\$16,000 5.09%	\$22,600 6.80%	\$25,250 7.50%	\$33,000 10.00%	\$35,000 11.00%
	(ii) On the remainder						
4.	up to \$1,200,000						
	(i) For the first \$600,000	\$28,250 2.80%	\$31,270 4.80%	\$43,000 6.50%	\$47,750 7.00%	\$53,000 9.00%	\$69,000 10.00%
	(ii) On the remainder						
5.	up to \$2,500,000						
	(i) For the first \$1,200,000	\$45,050 2.40%	\$50,070 4.75%	\$82,000 6.30%	\$89,750 6.50%	\$117,000 8.00%	\$129,000 9.00%
	(ii) On the remainder						
6.	up to \$5,000,000						
	(i) For the first \$2,500,000	\$76,250 2.20%	\$121,820 4.70%	\$163,900 6.20%	\$174,250 6.30%	\$221,000 7.00%	\$245,000 8.30%
	(ii) On the remainder						
7.	up to \$8,500,000						
	(i) For the first \$5,000,000	\$131,250 2.10%	\$239,320 4.65%	\$318,900 6.05%	\$331,750 6.10%	\$396,000 6.20%	\$453,500 8.00%
	(ii) On the remainder						
8.	up to \$12,500,000						
	(i) For the first \$8,500,000	\$204,750 2.05%	\$402,070 4.60%	\$530,650 5.95%	\$545,250 6.00%	\$613,000 6.10%	\$733,500 7.90%
	(ii) On the remainder						
9.	up to \$25,000,000						
	(i) For the first \$12,000,000	\$276,500 2.00%	\$563,070 4.55%	\$738,900 5.55%	\$755,250 5.90%	\$826,500 6.00%	\$1,003,500 7.60%
	(ii) On the remainder						

10. over \$25,000,000 A percentage fee is to be added to the amount exceeding \$25,000,000 which is to be negotiated between the client and the architect.



Simcoe & Erie General Insurance Company

786 KING STREET EAST • HAMILTON 22, ONTARIO • TELEPHONE 525-5300

Certificate of Insurance

To

The Corporation of the City of Hamilton
Hamilton, Ontario

Liability Insurance Program Under
Master Policy no: L55500

ITEMS

Anthony Butler/Brook Carruthers Shaw, Associated

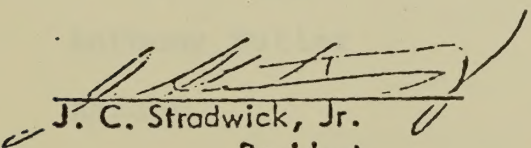
1. Named Insured: Architects for the Hamilton Central Library and Farmers' Market
2. Insured Address (head Office): 11 Dundurn Street North, Hamilton, Ontario. L8R 3C8
3. Policy Period: June 8, 1976 to June 8, 1977
12:01 a.m. standard time at the address of the Insured stated herein
4. Limit of liability per claim: 250,000.00 Aggregate amount payable: 500,000.00
5. Deductible amount per claim: 5,000.00
6. Coverage provided under Certificate of Insurance no: A1252
7. This certificate provides the above named insureds with full coverage under the aforementioned Master Policy on file with Simcoe & Erie General Insurance Company and subject to the above limit of liability, deductible.

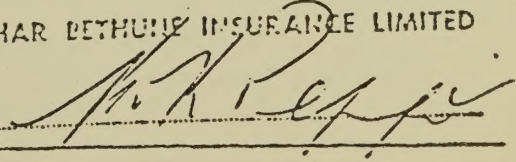
IN WITNESS WHEREOF, Simcoe & Erie General Insurance Company through their representative, Farquhar Bethune Insurance Limited, duly authorized by them for this purpose, have executed and signed this Certificate of Insurance.

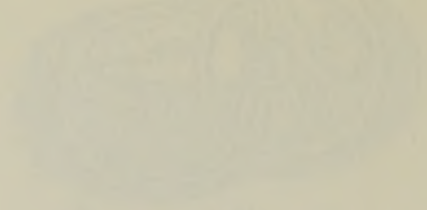
SIMCOE & ERIE GENERAL
INSURANCE COMPANY.

FARQUHAR BETHUNE INSURANCE LIMITED

FARQUHAR BETHUNE INSURANCE LIMITED


J. C. Stradwick, Jr.
President

Per 



SHAW & SONS, LTD.

INCORPORATED IN ENGLAND
The Corporation of the City of London
London, E.C. 4

15, ABchurch Lane, London, E.C. 4
Telephone: 2530

TERMS

1. Payment by Cash or by Bank Transfer to the Bank of England.
2. Payment by Cheque (Bank of England): 10 days after date of invoice.
3. Payment by Cash on Delivery: 10 days after date of invoice.
4. Payment by Cash on Delivery: 10 days after date of invoice.
5. Payment by Cash on Delivery: 10 days after date of invoice.
6. Payment by Cash on Delivery: 10 days after date of invoice.
7. Payment by Cash on Delivery: 10 days after date of invoice.
8. Payment by Cash on Delivery: 10 days after date of invoice.
9. Payment by Cash on Delivery: 10 days after date of invoice.
10. Payment by Cash on Delivery: 10 days after date of invoice.

SHAW & SONS, LTD.
INCORPORATED IN ENGLAND

15, ABchurch Lane, London, E.C. 4
Telephone: 2530

SHAW & SONS, LTD.
INCORPORATED IN ENGLAND

15, ABchurch Lane, London, E.C. 4
Telephone: 2530

10 May 1977

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

RE: Hamilton Central Library and Farmers' Market

As you are aware, we were requested by the City to appoint an associate architect for the Farmers' Market portion of this project. We subsequently engaged William E. Wall as this associate, and his engagement was incorporated in our agreement with the City dated 28 October 1975.

Mr. Wall participated in the planning of the Market, but has now asked to be released from further commitment on the project. I brought this request to the attention of Board of Control early in April.

The approved design of the Market is an integral part of the building complex, and cannot be isolated as a distinct entity so that separate drawings or specifications could be prepared by another architect.

We therefore request that the Board of Control permit us to release Mr. Wall from any further engagement on this project. We intend to protect the City fully against any claims which may arise as a result of the termination of Mr. Wall's engagement.

We would appreciate it if you would take this matter to Board of Control at the earliest opportunity.

Yours very truly,

Anthony Butler

Anthony Butler

AB/dbh

c.c. J. R. Jones
P. Brook

FILE NO.	
LETTER NO. <u>165-429</u>	
DEPT OF ENGINEERING	
MAY 10 1977	
ROUTE	RECVD
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PLAN	ANS. BY
DESIGN	
CONST	
G. SURV.	FILED BY
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71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

The first part of the report is devoted to a general description of the project and its objectives. It is followed by a detailed account of the work done during the period covered by the report. The results of the work are then presented, and a conclusion is drawn from the findings.

The second part of the report is devoted to a detailed account of the work done during the period covered by the report. It is followed by a detailed account of the work done during the period covered by the report. The results of the work are then presented, and a conclusion is drawn from the findings.

The third part of the report is devoted to a detailed account of the work done during the period covered by the report. It is followed by a detailed account of the work done during the period covered by the report. The results of the work are then presented, and a conclusion is drawn from the findings.

The fourth part of the report is devoted to a detailed account of the work done during the period covered by the report. It is followed by a detailed account of the work done during the period covered by the report. The results of the work are then presented, and a conclusion is drawn from the findings.

The fifth part of the report is devoted to a detailed account of the work done during the period covered by the report. It is followed by a detailed account of the work done during the period covered by the report. The results of the work are then presented, and a conclusion is drawn from the findings.

Yours faithfully,
 [Signature]

[Name]

[Address]

[Date]

[Page Number]

13 May 1977

Mr. Chairman and Members,
Board of Control.

Re: Central Library and Farmers' Market,
Architects

Members of the Board:

I forward herewith a copy of a letter dated 10 May, 1977, which I received from Mr. A. Butler, Architect for this project.

When Mr. Butler was appointed Architect for this project, the City requested that he appoint an Associate Architect for the Farmers' Market portion of the complex. Subsequently Mr. Butler engaged Mr. William E. Wall, as this Associate and this arrangement was incorporated into the agreement dated 28 October 1975.

Mr. Butler is now requesting that your Board permit him to release Mr. Wall from any further involvement with this project.

RECOMMENDATION:

1. I recommend that your Board approve the request that Mr. A. Butler release Mr. W. E. Wall from any further involvement on this project.
2. In addition, I would recommend that your Board refer Mr. Butler's letter, dated 10 May 1977, to the City Solicitor for his advice as to whether the letter is acceptable and in proper form to protect the City from any claims which may arise as a result of this action.

Respectfully submitted,

City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb (Encl.)

c. c. Controller I. Stout

c. c. Mr. K. A. Rouff, City Solicitor

15 MAY 1957

Mr. Chairman and Members,
House of Commons.

Mr. Speaker, I have the honor to acknowledge the receipt of your letter of the 14th inst.

concerning the subject of the ...

I have been most interested to read of a letter dated 15 May 1957, which I received from Mr. A. ...

With this letter was enclosed a copy of the ...
the ...
the ...
the ...
the ...
the ...
the ...
the ...

It is a pleasure to hear that you have been ...
the ...
the ...
the ...

Very truly yours,

It is a pleasure to hear that you have been ...
the ...
the ...
the ...

In addition, I would mention that ...
the ...
the ...
the ...
the ...
the ...
the ...
the ...

Very truly yours,

Mr. Speaker and
Members of the House of Commons
London (cont.)
Mr. Speaker
Mr. Speaker
Mr. Speaker

4

ITEMS 10 and 11 OF THE 29TH REPORT OF THE
BOARD OF CONTROL ADOPTED BY
CITY COUNCIL ON JUNE 1, 1977

10. The Board of Control recommends that the construction of the Central Library and the Farmers' Market in Lloyd D. Jackson Square be proceeded with on a construction Management Basis. Under this method, a series of tender calls will be made for the various construction trades. This will permit tenders to be called for the earlier parts of construction while the detailed design and preparation of documents for the latter parts of the work are being completed. The main advantage of this system is to achieve an early start of construction on the site. In order to implement the construction management method of construction, the Board of Control recommends the following in accordance with the joint recommendation of the City Engineer and Mr. A. Butler, the Architect for the projects:
1. That a Construction Manager be appointed for this project.
 2. That the City Engineer be directed to prepare the Terms of Reference for the Construction Manager and submit same to the Board of Control for their approval.
 3. That an advertisement be placed in the Spectator, Globe & Mail and the Daily Commercial News inviting prospective construction managers to pre-qualify for this project.
 4. That a Working Committee be established for this project and that the members of this Committee be:-
 - representative of the City of Hamilton
 - the Architect
 - the representative of the Library Board
 5. That the City Engineer, or his representative, be appointed to represent the City on the Working Committee.
 6. That the City Engineer be Chairman of the Working Committee.
 7. That the Hamilton Public Library Board be requested to appoint their representative on the Working Committee.
 8. That the Farmers' Market Stall Holders Committee be requested to appoint a representative to work with the members of the Working Committee in the design of the Farmers' Market.
 9. That the Market Manager be directed to attend meetings of the Working Committee when matters relating to the Farmers' Market are being discussed.
 10. That a Management Committee be established and that the members of the Management Committee shall be:
 - a representative of the City of Hamilton
 - the Construction Manager
 - the Architect
 11. That the City Engineer or his representative be appointed to represent the City on the Management Committee.
 12. That the City Engineer be Chairman of the Management Committee.

For the information of the Members of Council, attached please find copy of a letter from the City Engineer, and Co-ordinator of Lloyd D. Jackson Square, dated May 13th, 1977.

11. That the Architects retained for the Central Library, Farmers' Market Project, Anthony Butler/ Brook, Carruthers, Shaw, be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

THE HISTORY OF THE
CITY OF BOSTON
FROM 1630 TO 1800

1. The first settlement was made in 1630 by a group of Puritan ministers and laymen, led by John Winthrop, who founded the city of Boston. The settlement was named "Boston" in honor of the city of Boston in England.
2. The city grew rapidly in the 17th century, becoming one of the most important centers of commerce and industry in the New England region.
3. The city was the site of the Boston Tea Party in 1773, a protest against British taxation that led to the American Revolution.
4. The city was the site of the Battle of the Clouds in 1780, a battle between British and American forces during the Revolutionary War.
5. The city was the site of the Boston Massacre in 1770, a killing of five British soldiers by a crowd of American colonists.
6. The city was the site of the Boston Convention in 1780, a meeting of the first Continental Congress.
7. The city was the site of the Boston Convention in 1780, a meeting of the first Continental Congress.
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5

ITEM 16 OF THE 41ST REPORT OF THE BOARD OF CONTROL
ADOPTED BY CITY COUNCIL ON AUGUST 30, 1977

16. That Pigott Structures Limited, Hamilton, Ontario, be awarded the contract for the construction management of the Central Library and Farmers' Market Project for a total fee of \$378,616.00 in accordance with terms of reference prepared by the City Engineer and Co-ordinator of Lloyd D. Jackson Square, and Pigott Structures Limited proposal dated August 17th, 1977.

This firm's proposal was the lowest acceptable proposal. Six proposals were received.

That the Mayor and City Clerk be authorized to execute the agreement covering the retaining of this firm which shall be prepared by the City Solicitor in co-operation with the City Engineer.

Provision has been made in the capital account of this project to provide for this expenditure.

CONSTRUCTION MANAGEMENT CONTRACT

THIS AGREEMENT made this 30th day of AUGUST
A.D. 19 77.

BETWEEN: The Corporation of the City of Hamilton
(hereinafter called the Owner)

AND

(Name) PIGOTT STRUCTURES COMPANY LIMITED

(hereinafter called the Construction Manager)

WHEREAS the Owner intends to erect the Hamilton Central Library and Farmers' Market, hereinafter called the Project, located on Merrick Street in the City of Hamilton, in Part 7 of Lloyd D. Jackson Square, and has appointed Anthony Butler/Brook Carruthers Shaw as Architects for the Project,

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

The Owner hereby retains the Construction Manager to perform for the above named project, the services as hereinafter set forth and for the consideration and fee hereinafter determined.

ARTICLE 2

The Construction Manager hereby undertakes to perform the aforesaid services as designated in "Responsibilities of the Construction Manager" attached hereto as Appendix 'A'.

ARTICLE 3

(a) The Construction Manager recognizes the relation of reliance and confidence contemplated and established by this Agreement with the Owner and covenants with the Owner to furnish his best professional skill and judgement in protecting and advancing the interests of the Owner at all times. The Construction Manager agrees to furnish his best efficient business administration and superintendence and to use every effort to ensure that the work is executed in a good and workmanlike manner, in the most expeditious and economical manner consistent with the interests of the Owner, within the budget approved by the Owner and within the completion schedule agreed to by the Owner.

(b) The Construction Manager agrees that all correspondence, records, vouchers and books of account in respect of work done or money expended under this Agreement shall be open to the Owner's inspection during normal business hours and shall remain the property of the Owner.

ARTICLE 4 The Owner's Responsibilities

(a) Surveys, Borings and Tests, etc. The Owner shall furnish the Construction Manager with an accurate survey of the building site for the setting out of the structure, and giving the grades and lines of streets, pavements, adjoining properties, and structures thereon, the rights, restrictions, easements, boundaries, and contours of or affecting the building site. The Owner shall also pay for borings, test pits, chemical, mechanical and other tests of the site, the structure and/or materials which are required for the proper performance of the work and after authorization by the Owner. The Owner shall also pay for any permits or licences which may be required and for any necessary legal services.

(b) The Owner shall appoint one representative to attend all meetings and assist in the making of decisions or obtaining decisions required for the proper performance of the Project. The Architect and the Owner shall give all decisions required of them by the Construction Manager for the expeditious and economical execution of the Project in such reasonable time as called for in the Project schedule so as not to delay the work of the Construction Manager.

ARTICLE 5 Provisions and Conditions

(a) Abandoned or Suspended Work: If any work undertaken by the Construction Manager is abandoned or suspended by the Owner in whole or in part, the Construction Manager shall be paid for all services rendered on account of such work up to the date of such abandonment or suspension.

(b) Termination: The Owner may terminate the services of the Construction Manager under this Agreement upon written notice to the Construction Manager. Upon such termination the Construction Manager shall be paid for all services rendered on account of the project up to the date of such termination.

(c) The Construction Manager may, by giving the Owner thirty days written notice, terminate his services if the work should be stopped under the order of any court or other public authority through no act or fault of the Construction Manager..

(d) Extra Services: If the Owner makes a decision which, for its proper execution, involves extra services or expenses for changes in/or additions to the work which could not reasonably have been foreseen at the time of submitting a proposal, or if the Construction Manager is required to perform extra services or pay expenses because of delays caused by the Owner or the Owner's Consultants, or because of the delinquency or insolvency or death of any of such parties, or by litigation or arbitration proceedings, or as the result of damage to the work in progress by fire, lightning or tempest, or other acts of God, the Construction Manager shall be paid for such extra services and expenses.

(e) Construction Emergencies: In the event of any construction emergency, which in the opinion of the Construction Manager requires immediate action in the Owner's interests, the Construction Manager shall have authority to issue such orders and to take such steps on behalf and at the expense of the Owner as he shall deem necessary or expedient. The Owner must be advised of such action at the earliest opportunity, and in any event not later than forty-eight (48) hours after the event causing the emergency. Where at all possible, the Construction Manager shall first obtain the approval of the Owner in writing before giving said orders and before causing said work to be done.

(f) Construction Manager Not to Perform Construction Work:

It is the intent of this contract that all work shall be carried out by Trade Contractors wherever possible, however certain items during construction are difficult to segregate into Trade Contract packages. These items include, but are not limited to, the provision and operation of the following:

- a) temporary heat and water;
- b) temporary power and lighting;
- c) temporary roads and site access;
- d) temporary toilets;
- e) general clean up during progress of job, and final clean up;
- f) safety responsibilities including the provision and maintenance of guard rails and other personnel safety requirements;
- g) surface water drainage from site;
- h) snow removal;
- i) site organization and the facilities to be provided for the storage of materials;
- j) project security and the protection of completed work;
- k) site offices;
- l) progress photographs.

The Construction Manager shall obtain these items and services at the lowest possible cost which shall be charged to the Owner, after his approval has been received.

ARTICLE 6 Fees and Disbursements

The Owner shall pay the Construction Manager in Canadian funds, for his services as follows:

a) A total fee for basic services of THOUSAND SIX HUNDRED AND SIXTEEN ----- dollars (\$ 378,616.00).

Total fee includes:

- \$ 125,000.00 for the Construction Manager's fixed fee for head office management services, and
- \$ 253,616.00 for the total of monthly charges to the project for the services of all site personnel listed on the attached proposal form.

b) Reimbursement of the actual amount of all disbursements which are chargeable to the Owner under the provision of Article 5 (f) of this Agreement.

ARTICLE 7 Payment to the Construction Manager

a) The Owner will make monthly payments to the Construction Manager, the amounts of such payments being as certified by the Architect. The Owner will pay 85% of the amount shown on such certificates, less previous payments, the amount of any liens of which the Owner has notice and any amounts that the Owner deems necessary to retain for his protection against claims or liabilities which the Owner may have against the Construction Manager under this contract.

b) Payment to the Construction Manager on account of his fee shall be made as follows:

- i) For services prior to start of construction on the site, a sum up to fifteen percent (15%) of the total fixed fee for head office management services.
- ii) From start of construction on the site until completion, monthly instalments totalling eighty percent (80%) of the total fixed fee for head office management services, so that the total amount paid at completion of construction will be ninety-five (95%) of the total fixed fee, plus monthly instalments totalling one hundred percent (100%) of the total monthly charges for the services of site personnel.
- iii) The balance of the total fixed fee for head office management services shall be due and payable two years after final acceptance of the project by the Owner.

c) Accounts for disbursements shall be submitted monthly to the Owner, payable within thirty days of receipt.

d) Ninety days after substantial performance of the work on the site as certified by the Architect, the Owner will pay to the Construction Manager the balance of monies then due, less any liens of which the Owner has notice and less any amounts that the Owner deems it necessary to retain for his protection against claims, liabilities, damages or costs or for any other claims the Owner may have against the Construction Manager under this contract.

e) No deductions shall be made for monies payable to the Construction Manager because of penalties, liquidated damages or other sums withheld from payments to Trade Contractors or other persons engaged on the work.

ARTICLE 8 Addresses for Notice

All notices in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or, if sent by post or by telegram, addressed as follows:

The Owner at:

City Clerk
Corporation of the City of Hamilton
City Hall
71 Main Street West
Hamilton, Ontario
L8N 3T4

The Construction Manager at:

PIGOTT STRUCTURES COMPANY LIMITED

P.O. BOX 309,

HAMILTON, ONTARIO L8N 3G7

Changes of address shall be by written notice.

ARTICLE 9 Succession

Subject to law and the provisions of the Contract Documents, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective administrators, successors and assigns. Neither Party may assign this Agreement without the consent in writing of the other.

ARTICLE 10 Indemnification

The Construction Manager shall indemnify and save harmless, the Owner from and against all loss, expense, damages, injury, actions, causes of action, suits, interests, claims, liens, costs and demands whatsoever arising out of or attributable to the Construction Manager's performance of the contract, or which may be incurred by reason or in consequence of the execution or non-execution, or negligent execution of the work and services thereunder or the supply or non-supply of equipment or material thereunder and will pay to the said Owner on demand, any expense, loss, costs, interests or damages which may be sustained by him in consequence of any such action, suits, claim, lien, or demand, and any moneys paid by him in settlement of in discharge thereof, or on account thereof, and any moneys so paid or payable to the Owner, may be deducted from any moneys of the said Construction Manager, then remaining in the hands of the Owner on account of this contract or may be recovered, from the Construction

Manager as moneys paid at his request. And the said Contract hereby authorizes and empowers the said Owner or his Solicitors for the time being, to defend, settle or compromise such actions, causes of action, suits, claims, liens or demands as the said Owner or his Solicitors may deem expedient, and hereby agree to ratify and confirm all the acts of the said Owner or his Solicitor in that behalf, and to pay to the said Solicitor on demand, his reasonable costs of defending such suits or claims as they may deem it expedient to defend, and that the same may be deducted from any moneys payable by the said Owner to the said Construction Manager on any account whatever.

ARTICLE 11

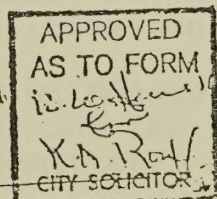
The Construction Manager shall, before execution of this contract by the Owner, provide and maintain in good standing until after the fulfillment of the Contract, a bond in the amount of fifty per centum (50%) of the total fixed fee payable to the Construction Manager covering the faithful performance of the Contract. The bond in a form satisfactory to the Owner's Solicitor shall be issued by a duly incorporated surety company authorized to transact a suretyship in the Province of Ontario. The Owner will pay the cost of this bond to the contractor.

ARTICLE 12

This document, together with those listed in and contained in Appendix "B" to the Agreement, constitute in its entirety the Agreement between the Owner and the Construction Manager.

IN WITNESS WHEREOF the parties have executed this Agreement by their respective proper signatures and seals as of the day and year first above written.

SIGNED, SEALED
& DELIVERED



(Witness)

CLIENT: The Corporation of the City
of Hamilton

BY:

Mayor

BY:

City Clerk

CONSTRUCTION MANAGER: PIGOTT STRUCTURES
COMPANY LIMITED

[Signature]
(Witness)

BY:

[Signature]
J. L. Neilson, P. Eng.
Vice-President & General Manager

APPENDIX 'A' TO THE CONSTRUCTION MANAGEMENT CONTRACT

RESPONSIBILITIES OF THE CONSTRUCTION MANAGER

1 General

- 1.1 It is intended that services listed apply for the construction of the building itself and also to the co-ordination of:
- a) installation of new equipment.
 - b) moving and installation of existing equipment.
 - c) interior and exterior landscaping.
 - d) signage and graphics.
 - e) installation of furnishings and shelving.
 - f) installation of works of art.
- 1.2 The Construction Manager shall appoint a senior member of his firm to act as his Project Manager and as liaison of all pre-construction and construction activities. This person will oversee the Construction Manager's on-site staff, and the cost of his services shall be part of the fixed fee.
- 1.3 It is intended that no construction work will be carried out by the Construction Manager, with the exception of certain minor items of work (as listed in Article 5 (f) of the contract) that cannot be organized into realistic bidding packages. The construction will be carried out by Trade Contractors, selected through competitive tendering.
- 1.4 The Construction Manager's Project Manager shall participate with the Owner and the Architect as a member of the project Management Committee.
- 1.5 The Construction Manager shall submit to the Owner and the Architect within thirty days of his appointment, a complete system of operation, documentation and communication for their approval and shall record this system in a procedures manual for the management of the project for use by all members of the Management Committee.

2 Working Drawing Consultation

- 2.1 Review architectural, structural, mechanical and electrical plans and specifications as they are being developed, and advise on the selection of systems and materials and make recommendations with respect to such factors as construction feasibility, suggested economies, availability of materials and labour, time required for installation and construction, and costs.

- 2.2 Examine the conditions of the site, including a review of soil reports, and evaluate their effect on the project in terms of protecting adjacent properties, clean up of debris, excavation, grading, foundation work, installation of utilities, access, material storage areas, location of construction offices, and any other considerations that might effect the work.
- 2.3 In consultation with the Architect, review regulations and by-laws and make necessary applications to obtain approvals in time to meet the project schedule for: building permits and other municipal clearances; safety regulations; fire regulations; health regulations; pollution controls; special insurance requirements and any other code requirements. Attend, with the Architect, any meetings required by the Building Department or the Department of Labour, and, when necessary, any other authorities having jurisdiction.
- 2.4 Acquaint the Management Committee of the status of current labour agreements for all trades which will be involved in the project.
- 2.5 Review possible alternative materials or systems, when requested to do so by other members of the Management Committee.
- 2.6 Recommend for ordering by the Owner, prepare list of qualified suppliers, and expedite the pre-ordering of major or critical materials for the project to ensure timely delivery to meet the construction schedule.
- 2.7 Review the contract documents to ensure that they contain proper provisions for all the temporary facilities necessary to enable Trade Contractors to perform their work, and to enable the Construction Manager and Management Committee to perform their duties in the management, inspection and supervision of construction. Prepare a list of jobsite facilities and general conditions items which can most efficiently be procured by the Construction Manager, with estimated costs and method of procurement, for approval by the Owner.
- 2.8 Attend regular meetings of the Management Committee, which shall be held every two weeks, unless agreed otherwise by the Management Committee.
- 2.9 Advise the other members of the Management Committee on the scope and content of specifications and drawings as required to suit the division of bid packages, the order of sequential tendering, and to avoid as much as possible any overlap or gaps between Trade Contracts.

3 Budgeting and Cost Control

- 3.1 Review existing preliminary budget estimate and prepare a revised budget estimate of the building cost by elements within 30 days of appointment. The estimate shall be broken down showing quantities and unit costs of all components

which can be established from the information available.

- 3.2 Revise and update the preliminary budget on a monthly basis as drawings are developed.
- 3.3 Prepare a final working budget for the project for approval by the Owner prior to commencement of construction, showing full breakdowns for each trade and all other anticipated costs.
- 3.4 Establish a cost breakdown for control purposes, prepare a cash flow schedule for the Owner and develop an effective system for project cost control.
- 3.5 Report on a monthly basis after commencement of construction on the status of the cost of the work in relation to the working budget.

4 Scheduling

- 4.1 Prepare a schedule in collaboration with the Management Committee for all activities prior to the commencement of construction, incorporating the production of documents, approvals, permit applications, tender calls, bid evaluations and contract awards.
- 4.2 Prepare a master schedule for the complete construction operations showing the number, size, and timing of bid packages, pre-ordering of major and critical materials, approvals, start dates, shop drawings, completion dates of Trade Contracts, taking into consideration such factors as type and scope of work to be performed, availability of labour and materials, and any other criteria pertinent to the various trades involved.
- 4.3 Prepare detailed schedules for each trade.
- 4.4 Update schedules as required indicating changes in sequence and timing when they occur.

5 Preparation of Bid Packages

- 5.1 Establish required completion dates of documents for each bid package.
- 5.2 Establish budget for each bid package.
- 5.3 Appraise current market conditions with a view to calling trade tenders when market prices are at their lowest, including pre-ordering of specific equipment.
- 5.4 Review the status of current labour agreements and the possibilities of potential work stoppages or strike action.
- 5.5 Review drawings and specifications to ensure that areas of possible conflict and overlapping jurisdiction among Trade Contractors are eliminated, and to ensure that all phases of the work are assigned to a specific Trade Contractor, other than those items which may have been assigned to the Construction Manager by the Owner.

- 5.6 Review estimate for each bid package prior to or during tender period, and submit to the Owner prior to closing of tenders.
- 5.7 Print and compile drawings and specifications required for each bid package. The cost of printing and binding drawings and specifications shall be charged to the Owner.

6 Tendering of Bid Packages

- 6.1 When requested by the Management Committee, prepare and issue all documents for the prequalification of Trade Contractors and select and submit a list of recommended bidders to the Owner.
- 6.2 Arrange and hold briefings for Trade Contract bidders as required.
- 6.3 Assist with the administration of the tendering process, including the issuing of drawings and specifications, tender forms and addenda; the collection and refunding of deposits; the provision of plan examination facilities where required; and the receiving and opening of tenders.
- 6.4 After the closing of tenders, analyze the tenders received and review with the Architect. Ensure that bid bonds, and workmen's compensation certificates, etc., are provided where required.
- 6.5 After acceptance of tender by the Owner, prepare and supervise the execution of contract agreements.
- 6.6 Obtain prices for the procurement of jobsite facilities and general conditions items, and submit them for approval by the Owner.

7 Construction and Contract Administration

- 7.1 Assist the Owner in establishing public liability and property damage insurance for the project, the cost of such insurance to be borne by the Owner.
- 7.2 Ensure the provision of common site services listed in contract Article 5 (f) the cost of which shall be borne by the Owner.
- 7.3 Assume full responsibility and liability as Constructor for the observance and enforcement of all Federal, Provincial and Municipal safety laws and regulations.
- 7.4 Provide and maintain, for the duration of the construction work, competent full-time supervisory and inspection staff at the jobsite for co-ordination and direction of the work of the Trade Contractors, including the following personnel, which shall be the minimum required:

Project Superintendent
Field Engineer/Draftsman
Project Co-ordinator
Mechanical Co-ordinator
Electrical Co-ordinator
Clerk

These persons shall be those named in the Construction Management Proposal, and no changes may be made for the duration of the work without prior approval of the Owner.

- 7.5 The Construction Manager's Project Manager (see 1.2 above) shall provide regular inspection and direction from head office on the project.
- 7.6 Conduct pre-construction conferences with successful bidders. Schedule and conduct regular job meetings to be attended by the Trade Contractors and representatives of the Owner and the Architect. Prepare and distribute minutes of these meetings to all parties.
- 7.7 Obtain all approvals, permits and licences required for the construction of the work; the cost of such approvals, permits and licences shall be borne by the Owner.
- 7.8 From permanent survey bench marks established by the Owner, provide and maintain principal setting-out lines and levels throughout the duration of the project, from which Trade Contractors shall be responsible for the detailed setting-out of their work. Ensure that construction lines and levels are maintained.
- 7.9 Provide for constant day to day inspections to ensure quality standards are maintained, and that all work is carried out in accordance with contract documents. Arrange for inspections by the Architect and/or his Engineering Consultants in cases of special conditions or problems that might arise as the work proceeds. With the approval of the Owner, arrange for and instruct testing companies.
- 7.10 Obtain from all Trade Contractors and material suppliers a schedule showing the order number, vendor's name, shop drawing status, manufacturing lead time and delivery date of all material and equipment required for the project, recording in writing the schedule agreed to by the Trade Contractor. Expedite delivery of these items, directly if necessary, in order to ensure satisfactory delivery, and enforce the execution of the work of each Trade Contractor in accordance with the agreed schedule.
- 7.11 Keep accurate and detailed working records of the progress of the project during all stages of construction. Submit monthly written progress reports to the Management Committee, including information concerning the work of each Trade Contractor, the percentage of completion of each activity and the number and amount of change orders. Maintain a daily detailed log of all events occurring on the jobsite or connected with progress of the project.

- 7.12 Maintain on the site a set of as-built drawings on which all change orders and field changes are regularly recorded.
- 7.13 Prepare construction trades co-ordination drawings, including, as required:
- a) interference, fabrication, erection, sleeving and insert drawings.
 - b) layouts and dimensions as necessitated by site conditions.
 - c) large scale drawings of mechanical or electrical equipment rooms.
- 7.14 Take necessary action to facilitate the settlement of contract disputes, it being understood and agreed that no agreements are to be undertaken without the permission of the Owner.
- 7.15 Deal promptly with all problems with labour relations including grievances, jurisdictional disputes and interpretation of trade union agreements.
- 7.16 Lay out and co-ordinate any services related to furniture and equipment.

8 Management of Billings and Payments

- 8.1 Submit to the Owner for approval a complete system of handling monthly progress billings and payments which will simplify procedures and minimize risk of error.
- 8.2 Be fully responsible for the organization, scheduling, receiving and checking of monthly progress billings of all Trade Contractors, and ensure the receipt of statutory declarations of payments from Trade Contractors and suppliers.
- 8.3 Ensure that all billings conform to the requirements of the Mechanics Lien Act.
- 8.4 Administer any procedures necessary to facilitate the recovery of Federal and/or Provincial Sales Taxes as directed by the Owner.
- 8.5 Prepare for the approval of the Owner, a system to control release of holdback which will ensure against any further liability to the Owner after final payments have been made. This system shall include a certificate of final completion and other release documentation.
- 8.6 Organize, receive and co-ordinate the final billing and release of holdback to Trade Contractors.
- 8.7 Maintain a comprehensive system of estimating, monitoring and reporting which shall be updated as required to indicate changes in sequence and timing of construction activities. If deviations to the master schedule and cost plan are required, report to the Owner for approval before commitments are made on any part of the plan, with a recommendation for an alternative solution or justification for an increase.

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- a) interference, fabrication, erection, sleeving and insert drawings.
 - b) layouts and dimensions as necessitated by site conditions.
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- 8.6 Organize, receive and co-ordinate the final billing and release of holdback to Trade Contractors.
- 8.7 Maintain a comprehensive system of estimating, monitoring and reporting which shall be updated as required to indicate changes in sequence and timing of construction activities. If deviations to the master schedule and cost plan are required, report to the Owner for approval before commitments are made on any part of the plan, with a recommendation for an alternative solution or justification for an increase. ✓

- 11.6 Arrange for final adjustment to all finished hardware and deliver to the Architect, by registered mail, all grand master keys and master keys.
- 11.7 Ensure that all surfaces are finally finished and properly cleaned
- 11.8 Make sure that any problem which arises during the guarantee period is corrected immediately it is identified.
- 11.9 At least sixty days prior to the expiry of any guarantee provided for in the Trade Contracts, but no later than two years after final acceptance of the project, inspect the project to ensure that all items under the guarantee are free of defects or failure, that reported defects and failure are immediately remedied, and when satisfied certify in writing that all guaranteed items are free of any defects and failures.

FOR THE

HAMILTON CENTRAL LIBRARY AND FARMERS' MARKET

CITY OF HAMILTON
c/o Mr. J. R. Jones
Secretary
Board of Control
City Hall
71 Main Street West
Hamilton, Ontario
L8N 3T4

Gentlemen:

Having carefully examined the proposal documents and the proposed contract, we agree for the total fixed fee stated below to supply all construction management services as required and listed in "Responsibilities of the Construction Manager", and in accordance with all of the following proposal documents:

Instructions to Proponents
Proposed Construction Management Contract
Preliminary Drawings
Proposal Form
Attachment to Proposal Form
Addenda Numbers 1 to --

We agree to provide the said services for the total fixed fee, including Federal Sales Tax and excluding Ontario Retail Sales Tax, of THREE HUNDRED AND SEVENTY EIGHT THOUSAND, SIX DOLLARS (\$378,616.00) HUNDRED AND SIXTEEN

We are in a position to commence work immediately upon authorization to do so by the Owner.

Attached please find a breakdown of the total fixed fee and a list of key personnel who will be assigned to this project.

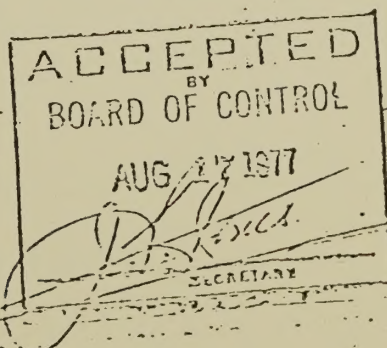
Signature of Authorized Signing Officers:

Name: J. L. Neilson

Title: Vice-President & General Manager

Firm Name: PIGOTT STRUCTURES COMPANY LIMITED (Please Seal)

Date: August 17, 1977 Telephone (416) 522-1341



APPENDIX "B"

- (1) Proposal for the Construction Management Contract
for the Hamilton Central Library and Farmers'
Market -

Pg. 1 2

-
- (2) Hamilton Central Library and Farmers' Market
Instructions to Proponents for the Construction
Management Contract and attachment to Proposal
Form.-

Pg. 3 5

-
- (3) Hamilton Central Library and Farmers' Market
Construction Management Contract -
Addendum No. 1 - 12 August 1977

Pg. 6-8

-
- (4) Preliminary Drawings -

HAMILTON CENTRAL LIBRARY AND FARMERS' MARKET

ATTACHMENT TO PROPOSAL FORM

BREAKDOWN OF TOTAL FIXED FEE

Fixed Fee for Head Office
Management Services

\$ 125,000.00

Total of monthly charges to the project
for the services of all Site Personnel
listed below

\$ 253,616.00

Total (this total shall be the same
as that shown for the total fixed fee
on the proposal form)

\$ 378,616.00

The following is a list of key personnel we will assign to this
project:

OFFICE PERSONNEL

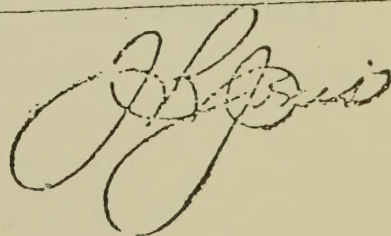
Position	Individual's Name
Project Manager	V. Alboini
Vice President & General Manager	J. L. Neilson
Chief Estimator	C. Matthewson
Chief Accountant	R. St. Hilaire

SITE PERSONNEL, listing the monthly charges which have been included
in the lump sum covering their services:

Position	Individual's Name	Monthly Charge
Project Superintendent	E. Bluemke	\$ 3,230.00
Field Engineer/ Draftsman	L. Mattiussi	\$ 1,801.00
Project Co-ordinator	J. Begley	\$ 2,521.00
Mechanical/Electrical Co-ordinator	R. Wells	\$ 2,792.00
Clerk	P. Clarke	\$ 1,184.00

Name of Proponent: PIGOTT STRUCTURES COMPANY LIMITED

Revised 12 August 1977.



INSTRUCTIONS TO PROPONENTS FOR THE CONSTRUCTION MANAGEMENT CONTRACT

1. The following documents are attached:

Proposal Form (2 copies)
Attachment to Proposal Form (2 copies)
Construction Management Contract
Appendix A to the Construction Management Contract (Responsibilities of the Construction Manager)

2. Deliver one copy of the completed Proposal Form and its attachment, with any supporting material, to:

City of Hamilton
c/o Mr. J. R. Jones, Secretary
Board of Control
City Hall
71 Main Street West
Hamilton, Ontario
L8N 3T4

not later than 11:00 a.m. Monday 15 August 1977 in a sealed opaque envelope clearly marked "Construction Management Proposal For The Hamilton Central Library and Farmers' Market" with the name of the firm making the submission in the top left corner.

3. Submissions not received by the time stated above will not be considered by the Owner and will be returned unopened.
4. All blank spaces in the Proposal Form must be filled in, and the form must be signed by an authorized person and sealed. Incorporated companies must fix their corporate seal under the hand of their proper officers. Submissions not completed in full may be rejected.
5. Proposals shall be firm bulk prices based on all addenda issued prior to closing. The lowest or any proposal will not necessarily be accepted.
6. Questions regarding the Proposal Documents shall be directed to the office of the architects. If necessary, written instructions in the form of addenda will be issued to all proponents. Questions on this project shall be directed to:

Anthony Butler/Brook Carruthers Shaw Associated Architects

(Hamilton Office)

Anthony Butler Architect
11 Dundurn Street North
Hamilton, Ontario L8R 3C8
(416) 527-2961
Attention: Mr. Jack Mills

(Toronto Office)

Brook Carruthers Shaw Architects
200 Adelaide Street West
Toronto, Ontario M5H 1W7
(416) 364-9485
Attention: Mr. John Hackett

7. The site for the project is on the south side of Merrick Street, west of MacNab Street and occupies part 7 of Lloyd D. Jackson Square, in the City of Hamilton. The site is bounded on its south and part of the west side by the existing buildings of part 2 of Lloyd D. Jackson Square, to which the new building will be connected. The site extends approximately 300 feet along Merrick Street, and is an average of 190 feet deep.
8. Proponents will be held responsible to have visited and examined the site prior to closing of proposals. They shall have satisfied themselves as to the conditions of the existing site, the means of access to it and the nature and quantity of work required. No allowance will be made for any error or neglect in complying with the above.
9. The total value of the work to be constructed under the direction of the Construction Manager is estimated at approximately \$10,000,000. The design of the project has been completed and working drawings have been commenced. Design drawings are available at the offices of the architects.
10. Construction is scheduled to commence in October 1977, and to take 20 months to completion, with a further 2 months for installation of furnishings and equipment. The total time of 22 months shall form the basis for calculating the total of monthly charges to the project for the services of site personnel.
11. The total fixed fee for construction management services shall include:
 - The Construction Manager's fixed fee for head office management services, and
 - The total of monthly charges to the project for the services of all site personnel listed on the attachment to the Proposal Form. The total fixed fee shall not be subject to adjustment should the actual cost of construction be more or less than the estimated cost.
12. The charges to the project for the services of site personnel shall include the full-time services of field personnel as listed on the attachment to the Proposal Form, from start of construction on the site until completion. The fixed fee shall provide for all salaries, bonuses and fringe benefits for such site personnel, as well as all travelling expenses and out of town living allowances, car allowances and daily expenses. The Construction Manager shall state in his proposal, in addition to the names and resumes for the proposed personnel, the monthly charge that has been included in the total fixed fee for the services of each of the respective individuals.
13. Certain items during construction will be difficult to segregate into Trade Contract packages. These items are stated in Article 5(f) of the Construction Management Contract, which provides for

the method of reimbursement to the Construction Manager for the cost of providing these services, if it is agreed by the Owner that these services should be performed by the Construction Manager as a direct cost to the Owner.

The City of Hamilton Wage Schedule shall be used as a basis for the labour rates for direct services.

14. No changes in the site personnel shall be permitted from start of construction on the site until completion, without the agreement of the Owner.

CONSTRUCTION MANAGEMENT CONTRACT

ADDENDUM NO. 1 12 AUGUST 1977

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INSTRUCTIONS TO PROPONENTS

Change closing date to 11:00 a.m. Wednesday 17 August 1977

CONSTRUCTION MANAGEMENT CONTRACT

Article 7: Revise to Read:

a) Payment to the Construction Manager on account of his fee shall be made as follows:

- i) For services prior to start of construction on the site, a sum up to fifteen percent (15%) of the total fixed fee for head office management services.
- ii) From start of construction on the site until completion, monthly instalments totalling eighty percent (80%) of the total fixed fee for head office management services, so that the total amount paid at completion of construction will be ninety-five (95%) of the total fixed fee, plus monthly instalments totalling one hundred percent (100%) of the total monthly charges for the services of site personnel.

- iii) The balance of the total fixed fee for head office management services shall be due and payable two years after final acceptance of the project by the Owner.

b) Accounts for disbursements shall be submitted monthly to the Owner, payable within thirty days of receipt.

c) The Construction Manager shall submit claims for payment monthly on account of his fee and disbursements, in accordance with paragraphs a) and b) above, to the Architect for certification to the Owner. The Owner will pay eighty-five percent (85%) of the amount shown on such certificates, less previous payments, the amount of any liens of which the Owner has notice and any amounts that the Owner deems necessary to retain for his protection against claims or liabilities which the Owner may have against the Construction Manager under this contract.

d) Ninety days after substantial performance of the work on the site as certified by the Architect, the Owner will pay to the Construction Manager the balance of monies then due, less any liens of which the Owner has notice and less any amounts that the Owner deems it necessary to retain for his protection against claims, liabilities, damages or costs or for any other claims the Owner may have against the Construction Manager under this contract. Holdback from the balance of the total fixed fee, referred to in a) iii) above, shall be payable 90 days after payment of the balance has been certified.

e) No deductions shall be made for monies payable to the Construction Manager because of penalties, liquidated damages or other sums withheld from payments to Trade Contractors or other persons engaged on the work.

APPENDIX A: Responsibilities of the Construction Manager

7.4 Revise the list of personnel to read:

Project Superintendent
Field Engineer/Draftsman
Project Co-ordinator
Mechanical/Electrical Co-ordinator
Clerk

10.1 Revise to read:

Submit to the Architect for approval a system of processing shop drawings and samples. Generally, shop drawings shall be submitted in the form of a reproducible transparency plus one print of each drawing. All costs associated with duplicating shop drawings after review shall be borne by the Trade Contractor responsible for the shop drawings.

ATTACHMENT TO PROPOSAL FORM

Replace the proposal form originally provided with the revised form, two copies of which are attached.

HAMILTON CENTRAL LIBRARY AND FARMERS' MARKET

ATTACHMENT TO PROPOSAL FORM

BREAKDOWN OF TOTAL FIXED FEE

Fixed Fee for Head Office
Management Services

\$ _____

Total of monthly charges to the project
for the services of all Site Personnel
listed below

\$ _____

Total (this total shall be the same
as that shown for the total fixed fee
on the proposal form)

\$ _____

The following is a list of key personnel we will assign to this
project:

OFFICE PERSONNEL

Position

Individual's Name

Project Manager

SITE PERSONNEL, listing the monthly charges which have been included
in the lump sum covering their services:

Position

Individual's Name

Monthly Charge

Project Superintendent

\$ _____

Field Engineer/
Draftsman

\$ _____

Project Co-ordinator

\$ _____

Mechanical/Electrical
Co-ordinator

\$ _____

Clerk

\$ _____

Name of Proponent: _____

Revised 12 August 1977.

PIGOTT STRUCTURES COMPANY LIMITED

ENGINEERS AND CONTRACTORS

P.O. BOX 309

HAMILTON, CANADA L8N 3G7

October 12, 1977

RECEIVED

OCT 9 1979

City of Hamilton
City Hall
71 Main Street West
Hamilton, Ontario
L8P 1H4

LEON DEPARTMENT
INC CORPORATION OF
ENGINEERS OF HAMILTON

Attention: Mr. W. L. Phillips, P.Eng.
City Engineer

FILE NO. 301-0008-14	
LETTER NO. 195-57	
DEPT. OF ENGINEERING	
OCT 12 1977	
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Dear Sir:

Re: 515 - Hamilton Central Library &
Farmer's Market
PRELIMINARY BUDGET

We of Pigott Structures Company Limited are pleased to quote a Budget Price of Twelve Million, One Hundred and Seventy-seven Thousand, Six Hundred and Thirty-nine Dollars (\$12,177,639.000) to construct the Hamilton Central Library and Farmer's Market on the south side of Merrick Street, west of MacNab Street, Hamilton, Ontario, Federal Sales Tax included, Provincial Sales Tax Excluded.

This Price is based on the following:

1. Hoarding & Jackson Square Window Protection	\$ 28,196.00
2. Shoring Banks	80,000.00
3. Excavation and Backfilling	244,399.00
4. Forms and Concrete	1,739,150.00
5. Reinforcing Steel and Mesh	1,105,000.00
6. Mechanical	2,675,326.00
7. Electrical	1,398,000.00
8. Waterproofing Foundation Walls	24,300.00
9. Waterproofing Exterior Slabs & Planters	23,000.00
10. Elevators and Escalator	376,000.00
11. Conveyors	146,000.00
12. Weeping Tile & Stone Fill Exterior Walls	3,166.00
13. Structural Steel and Metal Grating	74,000.00
14. Steel Roof Deck	1,640.00
15. Drainage System Floor on Grade	17,934.00

... cont'd page 2

NO

October 12, 1977

16. Slab on Grade	\$	88,240.00
17. Roofing and Sheet Metal		85,000.00
18. Window Washing Equipment		11,800.00
19. Demolition Parapet Wall Plaza Jackson Square		8,700.00
20. a) Miscellaneous Metals		159,812.00
b) Pipe Grid 5'-0" x 5'-0"		61,823.00
21. Dock Levellers 2/no. 20,000 lbs. capacity		3,800.00
22. Sandblasting		52,720.00
23. Stainless Steel Exterior Wall Panels		252,980.00
24. Masonry Block Partitions & Glass Blocks		45,000.00
25. Aluminum Windows & Skylights		526,240.00
26. H/M Doors and Frames	Supply Only	31,912.00
Vault Door and Frames - 1/no.	Supply Only	1,000.00
Finishing Hardware & Graphics	Supply Only	60,000.00
Washroom Accessories	Supply Only	16,000.00
27. Installation Work Item #26		15,000.00
28. Manufactured Specialties (Supplied & Installed)		900.00
Flagpoles 2/no.		2,100.00
Telephone Shelves		5,919.00
Toilets Compartments		3,000.00
Lockers		1,500.00
Vault Shelving		2,000.00
Exterior Signs		30,932.00
Folding Partitions 3/no. (1-power Oper)		1,500.00
Chalk and Tack Boards		346,040.00
29. Drywall, Acoustical & Baffles		126,000.00
30. Metal Partitions and Glass		16,000.00
31. Interior Glazing, Mirrors & Kiosks		16,800.00
32. Stainless Steel Entrance Doors		2,500.00
33. Rough Carpentry		
34. Finish Carpentry Prefinished	Supply Only	
Fittings, Counters, Cabinets		
and Vanities		48,190.00
Doors Pl. Lam. S.C. & Grilles		
Wood Slate Lecture Hall, Balconies,		10,000.00
Wood Deck & Wood Handrailing		

... cont'd page 3 ...

October 12, 1977

	\$	34,126.00
35. Installation Work Item #34		3,000.00
36. Miscellaneous Caulking		83,189.00
37. Quarry Tile, Ceramic Tile & Non-Slip Pavers		112,159.00
38. Painting and Vinyl Fabric		1,000.00
39. Mail Box - 1/no.		23,000.00
40. a) Overhead Doors Multi-Leaf - 3/no.		400.00
H/M Doors & Frames - 2/no. - Installed		
b) Miscellaneous		
Excavation & Backfilling, Forms, Concrete & Reinforcing Steel for:-		
Bases Lights Standards, Flagpoles & Kiosks		15,000.00
Stairs and Walls on Grade		11,431.00
41. Vinyl Tile and Rubber Base		219,940.00
42. Carpet		68,000.00
43. Final Grading Top Soil, Sodding & Planting		2,000.00
44. Traffic Signs		15,000.00
45. Final Cleaning		
46. Temporary Facilities & Miscellaneous Cost Plus Work		325,496.00
47. Pigott Structures Management Fee		378,616.00
Plus 50% Performance Bond of Pigott Fee		1,376.00
48. Tunnel Construction:		
Excavation & Backfilling		
Forms, Concrete & Reinforcing Steel		
Waterproofing & Weeping Tiles		
Catchbasins		
Retaining Wall, Stairs & Railings, Ramp Paving		
Cutting through walls for O/H Doors & Floor for Depressed Slab		200,000.00
49. Additional Escalator		104,000.00
Concourse to Plaza - 1 way		30,500.00
50. Relocation of 18" Ø Sewer		<u>\$11,597,752.00</u>
Total Budget Price Estimated		
Plus 5% Contingency Allowance of Total Budget Estimated		<u>579,887.00</u>
Grand Total Including Contingency		<u>\$12,177,639.00</u>

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City of Hamilton.
Attn: Mr. W.L. Phillips, P.Eng.

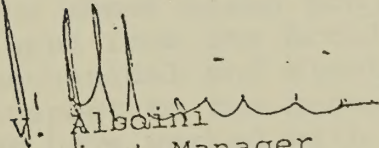
October 12, 1977

This Budget Price is based on very Preliminary Drawings, Sketches and Brief Outline Specifications dated, September 12th and 21st, 1977 and Meeting discussions with the Architects.

We trust that the foregoing meets with your approval and will be pleased to clarify any part of it at your convenience.

Yours very truly,

PIGOTT STRUCTURES COMPANY LIMITED


V. Albaini
Project Manager

VA:gs

c.c.: Mr. Anthony Butler, Architect, MRAIC
Mr. J. L. Neilson, P. Eng.
Mr. John Begley, P. Eng.

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS

P.O. BOX 309
HAMILTON, CANADA

October 26, 1977

The Corporation of the City of Hamilton
City Hall,
71 Main Street West,
HAMILTON, Ontario

Attention: Mr. W. L. Phillips, P. Eng.,
City Engineer

Re: Hamilton Central Library
and Farmer's Market
Preliminary Budget - First Revision

Dear Sirs:

Since our meeting of October 13, 1977, we have made a thorough review of all the major items in the above noted project, including a significant input from the Architect and his structural, mechanical and electrical consultants. With respect to the mechanical and electrical work, we have worked with Comstock International Ltd., and have brought in since the October 17 meeting Mr. R. Wells for his input on mechanical and electrical as well.

Again, we must emphasize that we are using preliminary drawings, but with a greater detail of specification, and we have been working with at least one major contractor firm in order to develop this budget revision.

Revision 1 is based on the following:-

Items

1. Hoarding and Jackson Square Window Protection	28,000
2. Shoring Banks	80,000
3. Excavation and Backfilling	236,000
4. Forms and Concrete	2,151,000
5. Reinforcing Steel and Mesh	869,000

... Cont'd Page 2 ...

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OCT. 9 1977

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

301-0008.1

FILE NO.	301-0008.1
LETTER NO.	199-50
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October 26, 1977

6. Mechanical	2,450,000
7. Electrical	1,243,000
8. Waterproofing Foundation Walls	24,000
9. Waterproofing Exterior slabs and Planters	23,000
10. Elevators and Escalator	376,000
11. Conveyors	146,000
12. Weeping Tile and Stone Fill Exterior Walls	3,000
13. Structural Steel and Metal Grating	74,000
14. Steel Roof Deck	2,000
15. Slab on Grade	88,000
16. Roofing and Sheet Metal	85,000
17. Window Washing Equipment	12,000
18. Demolition Parapet Wall - Plaza Jackson Square	9,000
19a) Miscellaneous Metals	130,000
b) Pipe Grid 5'-0" x 5'-0"	62,000
20. Dock Levellers	4,000
21. Sandblasting	45,000
22. Stainless Steel Exterior Wall Panels	243,000
23. Masonry Block partitions and Glass Blocks	45,000
24. Aluminum Windows and Skylights	489,000
25. H/M Doors and Frames - Supply only	32,000
Finishing Hardware and Graphics - Supply only	60,000
Washroom Accessories - Supply only	16,000
26. Installation Work Item #25	15,000
27. Manufactured Specialties (Supplied and installed)	1,000
Flagpoles 2/No.	2,000
Telephone Shelves	6,000
Toilet Compartments	4,000
Exterior Signs	31,000
Folding Partitions 3/No. (1- Punch operated)	1,500
Chalk and Tackboards	321,000
28. Drywall, Acoustical and Baffles	61,500
29. Drywall and H/M Glazed Partitions	16,000
30. Interior Glazing, Mirrors and Kiosks	17,000
31. Stainless Steel Entrance Doors	9,000
32. Rough Carpentry	

... Cont'd Page 3 ...

October 26, 1977

33.	Finish Carpentry, Fitments - (Supply only) Counters, Cabinest and Vanities " " Doors Pl. Lam. S.C. & Grilles " "	48,000
	Wood slats Lecture Hall Wood Deck Balconies Wood Handrailing	10,000
34.	Installation Work Item #33	34,000
35.	Miscellaneous Caulking	3,000
36.	Quarry Tile, Ceramic Tile and non-slip pavers	83,000
37.	Painting and Vinyl Fabric	112,000
38.	Overhead Door 1/No. Multi-Leaf	12,000
39.	Misc. excavation and backfilling, forms, concrete and reinforcing steel for: Concrete Bases light standards, Flagpoles Kiosks, Stairs and Walls on Grade	15,000
40.	Vinyl Tile and Rubber Base	11,500
41.	Carpet	220,000
42.	Landscaping - Top Soil, Sodding and Planting	50,000
43.	Final cleaning	15,000
44.	Temporary facilities and Miscellaneous Cost Plus Work	325,000
45.	Pigott Structures Management Fee	378,616
	Plus 50% Performance Bond of Pigott Fee	1,376
Total Budget Price Revised		\$10,828,492

Included in the above noted figure for each of the bid packages is a contingency which we would estimate to be in the order of 5%. We expect this to be a reasonable figure given the preliminary nature of the information and the absence of competitive bidding at this point in time.

Not included in the above total budget figure are the following additional budget prices, which we understand are beyond the scope of the building budget.

- a) Tunnel construction \$ 150,000
- b) Additional escalator:
concourse to plaza one way \$ 104,000

Sales taxes - Federal Sales Tax - included
Provincial Sales Tax - Excluded

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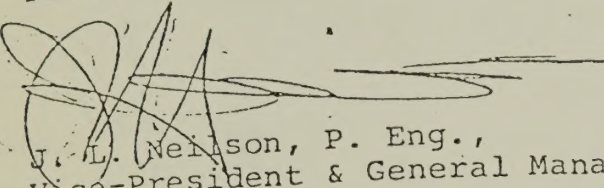
Page 4
THE CORPORATION OF THE CITY OF HAMILTON
Attention: Mr. W. L. Phillips

October 26, 1977

We trust the foregoing meets with your approval.

Yours very truly,

PIGOTT STRUCTURES COMPANY LIMITED


J. L. Neilson, P. Eng.,
Vice-President & General Manager

JLN:dm

cc: Mr. A. Butler, Architect,
Mr. J. L. Neilson,
Mr. J. Begley,
Mr. V. Alboini

P.S. 1) Sewer Impost

Present Library and Market is Regional tax exempt,
therefore, no sewer impost will apply.

Due to possible regional tax reform a cost of
between .30¢ and .37¢ per sq. ft. gross area
may go into effect.

This cost not included with the revised budget
above and may never apply.

2) Insurances and Bonds

Not knowing type required - not included.

PIGOTT STRUCTURES COMPANY LIMITED

ENGINEERS AND CONTRACTORS

P.O. BOX 309

HAMILTON, CANADA L8N 3G7

File
11/11

November 24, 1977

The Corporation of the City of Hamilton
City Hall
71 Main Street West
HAMILTON, Ontario
L8P 1H4

Attention: Mr. W. L. Phillips, P. Eng.
City Engineer

Re: 515 - Hamilton Central Library
and Farmer's Market
Budget Revision No. 3

Dear Sirs:

We have further reviewed the budget detail for the above noted project, together with the Architects, and submit herewith Cost Detail as per enclosed.

All items listed include a reduced contingency for interfacing. We stress at this time that this budget is tight but still achievable. Any further delay in the start of the project will certainly lead to additional cost.

Yours very truly

PIGOTT STRUCTURES COMPANY LIMITED

J. L. Neilson, P. Eng.
Vice-President & General Manager

JLN/ma

c.c. Mr. A. Butler
Mr. V. Alboini

PIGOTT BUILDING
HAMILTON



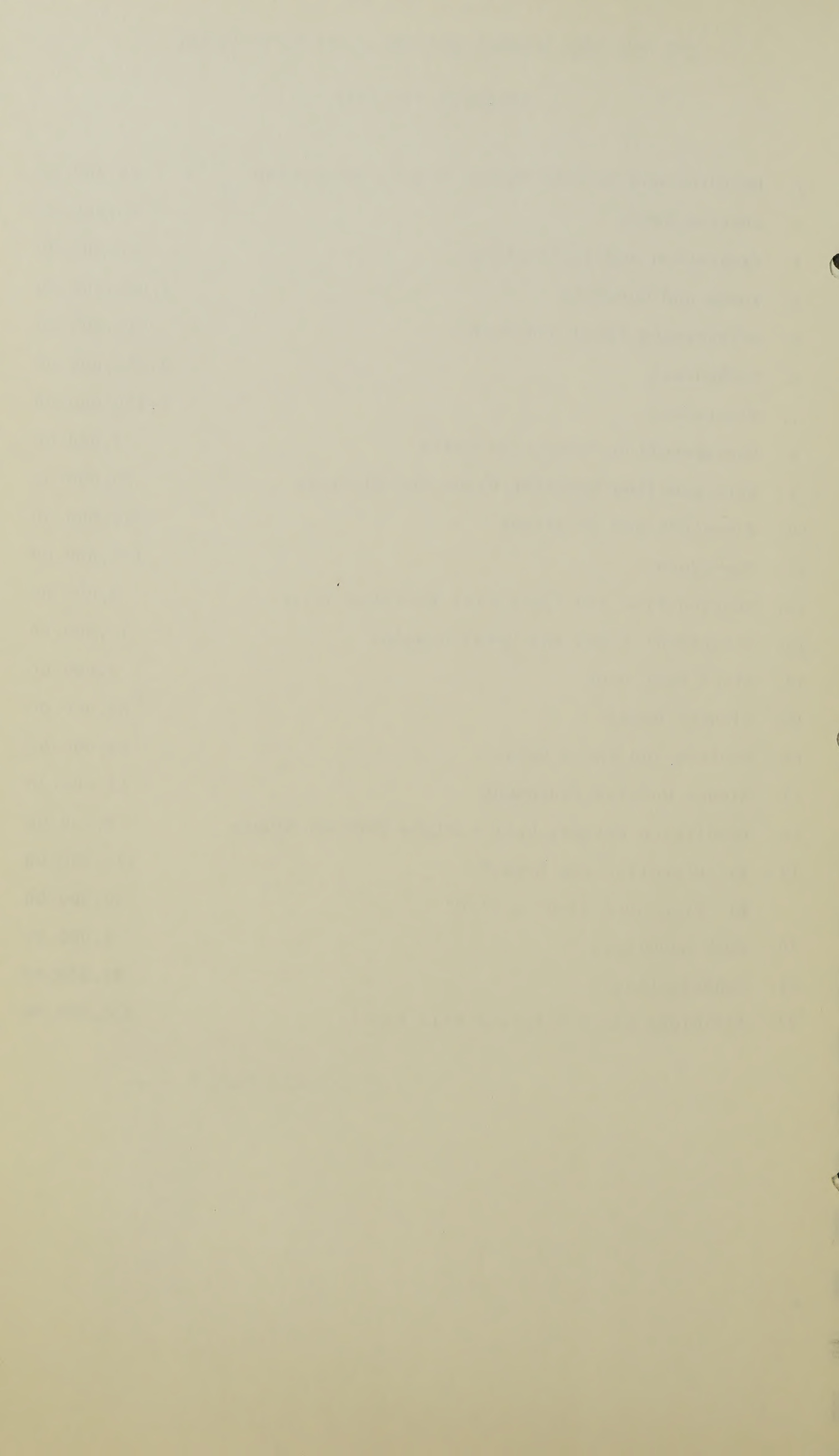


FOR HAMILTON CENTRAL LIBRARY & FARMER'S MARKET

NOVEMBER 24, 1977

1.	Hoarding and Jackson Square Window Protection	\$ 25,000.00
2.	Shoring Banks	50,000.00
3.	Excavation and Backfilling	220,000.00
4.	Forms and Concrete	2,020,000.00
5.	Reinforcing Steel and Mesh	810,000.00
6.	Mechanical	2,350,000.00
7.	Electrical	1,190,000.00
8.	Waterproofing Foundation Walls	22,000.00
9.	Waterproofing Exterior Slabs and Planters	20,000.00
10.	Elevators and Escalator	342,000.00
11.	Conveyors	130,000.00
12.	Weeping Tile and Stone Fill Exterior Walls	3,000.00
13.	Structural Steel and Metal Grating	74,000.00
14.	Steel Roof Deck	2,000.00
15.	Slab on Grade	85,000.00
16.	Roofing and Sheet Metal	85,000.00
17.	Window Washing Equipment	12,000.00
18.	Demolition Parapet Wall - Plaza Jackson Square	8,000.00
19.	a) Miscellaneous Metals	120,000.00
	b) Pipe Grid 5'-0" x 5'-0"	60,000.00
20.	Dock Levellers	4,000.00
21.	Sandblasting	21,000.00
22.	Stainless Steel Exterior Wall Panels	230,000.00

..... Cont'd Page 2



REVISED BUDGET NO. 3 (Cont'd)

23.	Masonry Block Partitions and Galss Blocks	\$ 43,000.00
24.	Aluminum Windows and Skylights	470,000.00
25.	H/M Doors and Frames - Supply Only	30,000.00
	Finishing Hardware and Graphics - Supply Only	55,000.00
	Washroom Accessories - Supply Only	14,000.00
26.	Installation Work Item No. 25	15,000.00
27.	Manufactured Specialties (Supplied and Installed)	
	Flagpoles 2/No.	1,000.00
	Telephones Shelves	2,000.00
	Toilet Compartments	6,000.00
	Exterior Signs	4,000.00
	Folding Partitions 3/No. (1 punch operated)	30,000.00
	Chalk and Tackboards	1,000.00
28.	Drywall, Acoustical and Baffles	305,000.00
29.	Drywall and H/M Glazed Partitions	59,000.00
30.	Interior Glazing, Mirrors and Kiosks	15,000.00
31.	Stainless Steel Entrance Doors	16,000.00
32.	Rough Carpentry	9,000.00
33.	Finish Carpentry, Fitments - (Supply Only)	
	Counters, Cabinets and Vanities (Supply Only)	46,000.00
	Doors Pl. Lam. S.C. & Grilles (Supply Only)	
	Wood Slats Lecture Hall, Wood Deck Balconies,	10,000.00
	Wood Handrailing	
34.	Installation Work Item 33	32,000.00
35.	Miscellaneous Caulking	3,000.00
36.	Quarry Tile, Ceramic Tile and Non-slip Pavers	81,000.00
37.	Painting and Vinyl Fabric	108,000.00
38.	Overhead Door No. 1 Multi-Leaf	12,000.00

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1	100.00	100.00	100.00
2	100.00	100.00	100.00
3	100.00	100.00	100.00
4	100.00	100.00	100.00
5	100.00	100.00	100.00
6	100.00	100.00	100.00
7	100.00	100.00	100.00
8	100.00	100.00	100.00
9	100.00	100.00	100.00
10	100.00	100.00	100.00
11	100.00	100.00	100.00
12	100.00	100.00	100.00
13	100.00	100.00	100.00
14	100.00	100.00	100.00
15	100.00	100.00	100.00
16	100.00	100.00	100.00
17	100.00	100.00	100.00
18	100.00	100.00	100.00
19	100.00	100.00	100.00
20	100.00	100.00	100.00
21	100.00	100.00	100.00
22	100.00	100.00	100.00
23	100.00	100.00	100.00
24	100.00	100.00	100.00
25	100.00	100.00	100.00
26	100.00	100.00	100.00
27	100.00	100.00	100.00
28	100.00	100.00	100.00
29	100.00	100.00	100.00
30	100.00	100.00	100.00
31	100.00	100.00	100.00
32	100.00	100.00	100.00
33	100.00	100.00	100.00
34	100.00	100.00	100.00
35	100.00	100.00	100.00
36	100.00	100.00	100.00
37	100.00	100.00	100.00
38	100.00	100.00	100.00
39	100.00	100.00	100.00
40	100.00	100.00	100.00
41	100.00	100.00	100.00
42	100.00	100.00	100.00
43	100.00	100.00	100.00
44	100.00	100.00	100.00
45	100.00	100.00	100.00
46	100.00	100.00	100.00
47	100.00	100.00	100.00
48	100.00	100.00	100.00
49	100.00	100.00	100.00
50	100.00	100.00	100.00

39.	Misc. excavation and backfilling, forms, concrete and reinforcing steel for: Concrete Bases light standards, Flagpoles Kiosks, Stairs and Walls on Grade	\$ 15,000.00
40.	Vinyl Tile and Rubber Base	11,000.00
41.	Carpet	210,000.00
42.	Landscaping - Top Soil, Sodding and Planting	30,000.00
43.	Final Cleaning	15,000.00
44.	Temporary Facilities and Miscellaneous Cost Plus Work	325,000.00
45.	Pigott Structures Management Fee	378,616.00
	Plus 50% Performance Bond of Pigott Fee	1,376.00
46.	Tunnel Construction	150,000.00
47.	Additional escalator: concourse to plaza one way	104,000.00
		\$10,490,000.00

Sales taxes - Federal - included.
- Provincial - excluded.

Sewer Impost

Present Library and Market is Regional tax exempt, therefore, no sewer impost will apply.

Due to possible regional tax reform a cost of between .30¢ per sq. ft. gross area may go into effect.

This cost not included with the revised budget above and may never apply.

Insurances and Bonds (other than Pigott Bond)

Not knowing type required - not included.

1. The first part of the paper is devoted to a general discussion of the problem of the origin of life. It is shown that the problem is not only a scientific one, but also a philosophical one. The author points out that the problem of the origin of life is one of the most important problems of modern science.

2. In the second part of the paper, the author discusses the various theories of the origin of life. He points out that there are two main theories: the theory of spontaneous generation and the theory of biogenesis.

3. The third part of the paper is devoted to a discussion of the evidence in favor of the theory of biogenesis. The author points out that the evidence is very strong and that the theory of biogenesis is the only one that is supported by the facts.

4. In the fourth part of the paper, the author discusses the various experiments that have been conducted in order to test the theory of biogenesis. He points out that the results of these experiments are all in favor of the theory of biogenesis.

5. The fifth part of the paper is devoted to a discussion of the various objections to the theory of biogenesis. The author points out that these objections are all based on faulty reasoning and that they are not supported by the facts.

6. In the sixth part of the paper, the author discusses the various applications of the theory of biogenesis. He points out that the theory of biogenesis has many important applications in the fields of medicine, agriculture, and industry.

7. The seventh part of the paper is devoted to a discussion of the various conclusions that can be drawn from the theory of biogenesis. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

8. In the eighth part of the paper, the author discusses the various future prospects of the theory of biogenesis. He points out that there are many important problems that still need to be solved and that there are many important questions that still need to be answered.

9. The ninth part of the paper is devoted to a discussion of the various references that have been used in the paper. The author points out that these references are all of the highest quality and that they are all very important to the understanding of the theory of biogenesis.

10. In the tenth part of the paper, the author discusses the various conclusions that can be drawn from the entire paper. He points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

11. The eleventh part of the paper is devoted to a discussion of the various conclusions that can be drawn from the entire paper. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

12. In the twelfth part of the paper, the author discusses the various conclusions that can be drawn from the entire paper. He points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

13. The thirteenth part of the paper is devoted to a discussion of the various conclusions that can be drawn from the entire paper. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

14. In the fourteenth part of the paper, the author discusses the various conclusions that can be drawn from the entire paper. He points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

15. The fifteenth part of the paper is devoted to a discussion of the various conclusions that can be drawn from the entire paper. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

16. In the sixteenth part of the paper, the author discusses the various conclusions that can be drawn from the entire paper. He points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

17. The seventeenth part of the paper is devoted to a discussion of the various conclusions that can be drawn from the entire paper. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

18. In the eighteenth part of the paper, the author discusses the various conclusions that can be drawn from the entire paper. He points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

19. The nineteenth part of the paper is devoted to a discussion of the various conclusions that can be drawn from the entire paper. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

20. In the twentieth part of the paper, the author discusses the various conclusions that can be drawn from the entire paper. He points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

21. The twenty-first part of the paper is devoted to a discussion of the various conclusions that can be drawn from the entire paper. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

22. In the twenty-second part of the paper, the author discusses the various conclusions that can be drawn from the entire paper. He points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

23. The twenty-third part of the paper is devoted to a discussion of the various conclusions that can be drawn from the entire paper. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

24. In the twenty-fourth part of the paper, the author discusses the various conclusions that can be drawn from the entire paper. He points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

25. The twenty-fifth part of the paper is devoted to a discussion of the various conclusions that can be drawn from the entire paper. The author points out that the theory of biogenesis is a very important theory and that it has many important implications for our understanding of the origin of life.

25 November 1977

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Hamilton Central Library and Farmers' Market

As you requested, we confirm our acceptance of Budget Revision No. 3 for this project, which was presented to you yesterday by Pigott Structures.

We recognize that the budget is tight and emphasize the importance of the Pigott statement "Any further delay in the start of the project will certainly lead to additional cost."

Yours very truly,

Anthony Butler

Anthony Butler

AB/dbh

c.c. P. Brook
Pigott Structures

301-00053

LETTER NO. 103-88	
DEPT. OF ENGINEERING	
NOV 28 1977	
FROM	RECEIVED
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PLAN	ANS. BY
DESIGN	
DRAW	
REVISION	FILED BY
OFFER	
PRICE	

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P.O. BOX 309
HAMILTON, CANADA L8N 3G7

FILE NO. 301-600-341	
LETTER NO. 205-82	
DEPT. OF ENGINEERING	
DEC 12 1977	
ROUTE	REC'D
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December 13, 1977

City of Hamilton,
City Hall,
71 Main Street West,
Hamilton, Ontario
L8P 1H4

Attention: Mr. W. L. Phillips, P. Eng.,
City Engineer

Dear Sir:

Re: #515 - Hamilton Central Library
& Farmer's Market
Budget Revision No. 4

We have further revised the budget for the
above project in the amount of \$10,390,000.00
for the above project. This is in accordance
with our meeting of December 9, 1977, details
as per enclosed.

The revisions are:

1) Vertical Book Conveyor - Deleted

No change with the shaft enclosing walls to
be provided for future installation of this
conveyor. Refer to Item No. 9.
Book Return Slide remains.
This change as per your instructions.

2) A General Contingency inclusion

Refer to Item #46 - \$231,008.00
This money sum has been arrived at by 2½%
cost reduction from all major items.
As discussed and agreed there will be no
contingency item for each trade package.

.... Cont'd Page 2

CITY OF HAMILTON,
CITY HALL
Attention: Mr. W. L. Phillips, P. Eng.

December 13, 1977

3) Hoarding and Window Screens

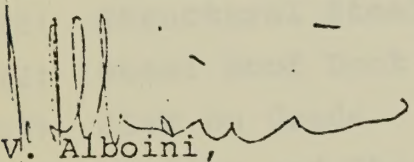
Relative cost \$25,000.00 has been included with Pigott site work - Item No. 42.
Refer to separate letter of same date.

This budget is based on a construction start if on or before January 15, 1978.

Trusting that you find the same in order, we remain,

Yours very truly,

PIGOTT STRUCTURES COMPANY LIMITED


V. Alboini,
Project Manager

VA:dm

cc: A. Butler, Architect,
Mr. J. L. Neilson, P. Eng.
Mr. J. Begley, P. Eng.

FOR HAMILTON CENTRAL LIBRARY AND FARMER'S MARKET

DECEMBER 13, 1977

1)	Excavation and Shoring Banks	263,000.00
2)	Forms and Concrete	1,970,000.00
3)	Reinforcing Steel and Mesh	790,000.00
4)	Mechanical	2,292,000.00
5)	Electrical	1,160,000.00
6)	Waterproofing Foundation Walls	22,000.00
7)	Waterproofing Exterior Slabs and Planters	20,000.00
8)	Elevators and Escalators	334,000.00
9)	Conveyors	30,000.00
10)	Weeping Tile and Stone Fill Foundation Walls	3,000.00
11)	Structural Steel and Metal Grating	72,000.00
12)	Steel Roof Deck	2,000.00
13)	Slab on Grade	83,000.00
14)	Roofing and Sheet Metal	83,000.00
15)	Window Washing Equipment	12,000.00
16)	Demolition Parapet Wall - Plaza Jackson Square	8,000.00
17)	a) Miscellaneous Metals	117,000.00
	b) Pipe Grid 5'-0" x 5'-0"	59,000.00
18)	Dock Levellers	4,000.00
19)	Sandblasting	21,000.00
20)	Stainless Steel Exterior Wall Panels	224,000.00
21)	Masonry Block Partitions and Glass Blocks	42,000.00
22)	Aluminum Windows and Skylights	458,000.00
23)	H/M Doors and Frames - Supply only	29,000.00
	Finishing Hardware and Graphics - Supply only	54,000.00
	Washroom Accessories - Supply only	14,000.00
24)	Installation Work Item No. 23	15,000.00
25)	Manufactured Specialties (Supply and Install)	1,000.00
	Flagpoles 2/No.	2,000.00
	Telephone Shelves	6,000.00
	Toilet Compartments	4,000.00
	Exterior Signs	29,000.00
	Folding Partitions 3/No. (1 power operated)	1,000.00
	Chalk and Tackboards	298,000.00
26)	Drywall, Acoustical and Baffles	58,000.00
27)	Drywall and Metal Glazed Partitions	15,000.00
28)	Interior Glazing, Mirrors and Kiosks	16,000.00
29)	Stainless Steel Entrance Doors	9,000.00
30)	Rough Carpentry - Supply and install	
31)	Finish Carpentry - Fitments - (Supply only)	
	Counters, Cabinets and Vanities	" "
	Doors Pl. Lam. S.C. and Grilles	" "
	Wood Slats Lecture Hall	" "
	Wood Deck Balconies	" "
	Wood Handrailing	" "
32)	Installation Work Item 31	31,000.00
33)	Miscellaneous Caulking	3,000.00
34)	Quarry Tile, Ceramic Tile and Non-Slip Pavers	79,000.00
35)	Painting and Vinyl Fabric	105,000.00
36)	Overhead Door (1/No. Market) Multi-Leaf	12,000.00

DECEMBER 13, 1977

37)	Misc. Excavation and Backfilling, Forms, Concrete and Reinforcing Steel for: Concrete Bases Light Standards, Flagpoles, Kiosks, Staris and Walls on Grade	15,000.00
38)	Vinyl Tile and Rubber Base	11,000.00
39)	Carpet	205,000.00
40)	Landscaping (Top soil, Sodding and Planting)	30,000.00
41)	Final Cleaning	15,000.00
42)	Temporary Facilities and Miscellaneous Cost Plus Work -	350,000.00
43)	Pigott Structures Management Fee	378,616.00
	Plus 50% Performance Bond on Pigott Fee	1,376.00
44)	Tunnel Construction	147,000.00
45)	Additional Escalator	101,000.00
46)	Contingency	231,000.00
Total Revised Budget No. 4		10,390,000.00

Sales Taxes - Federal - Included
Provincial- Excluded

Reference Management Committee Meeting October 13, 1977
Clause 2 - Budget Paragraph 5

a) Sewer Impost

Present Library and Market is Regional tax exempt, therefore no sewer impost will apply.

Due to possible regional tax reform a cost of between .30¢/sq. f gross area may go into effect.

This cost not included with the revised budget above and may never apply.

b) Insurance and Bonds

50% Performance Bond Item No. 43 above only included -
No other included.

W.L. PHILLIPS
B.A.S.C., M.E.I.C., P.ENG.
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO. 301-0008.1*

ATTENTION OF W. L. Phillips

YOUR FILE NO.

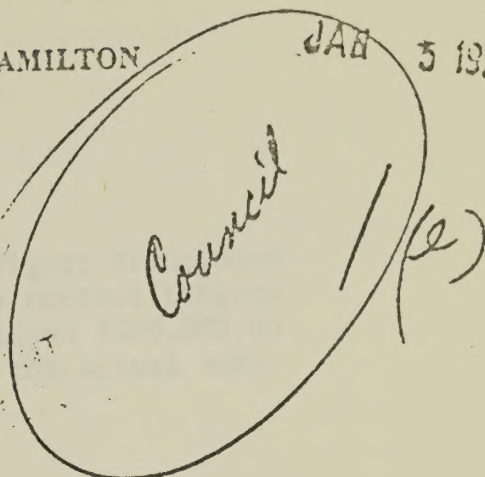
THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
LBN 3T4

4 January 1978

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF THE CITY OF HAMILTON



Mr. Chairman and Members
Board of Control

Re: Central Library and Farmers' Market

Members of the Board:

As your Board is aware, construction of this project will commence about mid-January 1978. It has been decided that this project will be constructed using the construction management system. In this regard, the City has engaged Pigott Structures Ltd. as the Construction Manager. Under this system tenders are called for each trade separately. In effect, the City is acting as the General Contractor.

There is certain site work that is normally done by the general contractor. This site work includes; hoarding, job shacks, temporary services (water, power, sanitary conveniences), snow removal, clean-up during progress of job, miscellaneous handling of materials and storage. We have estimated that this work will cost a total of \$200,000.00. In this case, the City would be responsible for these items of work as they cannot be included in any of the trade contracts. In addition, it will cost less for the City to arrange for this work.

I would recommend that the City engage Pigott Structures Ltd. to arrange for and to carry out this work on an actual cost basis. There will be no mark-up or profit allowed on this work. Payment for this work would be on the basis of invoices and sufficient documentation to prove the cost and subject to the approval of the City Engineer.

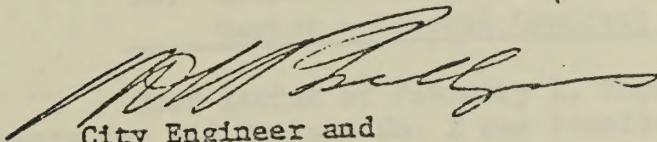
Continued

Members of the Board
4 January 1978
Page 2
Continued

RECOMMENDATION:

I recommend that an order be given to Pigott Structures Ltd. to carry out the site work for the Central Library and Farmers' Market at a cost not to exceed \$200,000.00 and payment to be made on the basis of the actual cost approved by the City Engineer.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square

WLP:jk

c.c. Controller I. Stout

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I hereby certify that the
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K. A. ROUFF
CITY SOLICITOR



YOUR FILE NO.

REPLY ATTENTION

20-2.19

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY SOLICITOR

CITY HALL
HAMILTON, ONTARIO
L8N 3T4

TEL. 527-0241

February 2, 1978.

Mr. Anthony Butler,
Architect,
11 Dundurn Street North,
HAMILTON, Ontario.
L8N 3C3

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION
THE CITY OF HAMILTON

Dear Sir:

Re: Hamilton Central Library and Farmers'
Market - General Contract Documents

Your letter of February 1, together with the contract documents for Bid Package No. 2 was received by us at 3 p.m. today.

I note from your letter that Bid Package No. 2 is expected to be placed on tender this Monday, February 6, 1978.

It is unfortunate that since our meeting with you and Mr. Phillips on January 11, 1978, concerning the general contract documents, which we understood were to be used for Package No. 2 and all future contracts to be awarded in connection with the Hamilton Central Library and Farmers' Market, that a revised contract document for our consideration was not forwarded to us until today. Needless to say, the receipt at this late date of your revised documents, which we understood on January 11, would be prepared, and forwarded to us, by you shortly after our meeting, places us in a difficult position, in that it does not permit us sufficient time to review this rather bulky document.

I am sure that you will agree that this has resulted in an unsatisfactory arrangement. I accordingly, would ask you for your co-operation in providing us, in the future, with sufficient time by forwarding the necessary contract documents to us well in advance of the date on which the contract is expected to go to tender.

Yours truly,

Werner W. Haiss,
for K. A. Rouff,
City Solicitor.

WHL:eam

c.c. Controller P.O. Valeriano

c.c. Alderman R. Wheeler

c.c. Mr. W.L. Phillips, City Engineer

c.c. Mr. J.R. Jones, Secretary, Board of Control ✓

The Constitution of the United States

Article I

Section 1

All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

Section 2

Clause 1

The House of Representatives shall be composed of Members chosen every second Year by the People of the several States; and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

Section 3

Clause 1

Section 4

Section 5

Section 6

Section 7

Section 8

Section 9

Section 10

Section 11

Section 12

Section 13

Extras add \$ to library

LUMP SUM requests for "extra" funding for the city's library-market complex are worrying city aldermen.

Last night council members expressed reservations about more than \$70,000 in expenses requested for work in connection with the complex even before the building's basement is excavated.

Alderman Bill McCulloch said he wondered how much more would be added to the \$11 million price.

Mr. McCulloch said council had agreed to an amount of \$200,000 for services related to the job including draining, fencing and other miscellaneous matters but was now being called upon to approve \$53,942 for security service during construction, an extra \$2,500 for consultant on water-proofing and \$11,978 for soil tests.

"Surely the general contractor should be responsible for all this," he said.

City engineer Bill Phillips said in a normal contract this would be so.

But the city had decided to use the construction management system where there was no general contractor and no over-all contract package. The city therefore had to provide these things itself.

He said all the items mentioned by Mr. McCulloch would be within the total \$11 million contract.

At the time architect Anthony Butler recommended construction management to the city, he suggested it would allow the construction to proceed faster and ultimately the city could construct the building more cheaply.

Alderman Reg Wheeler says he is keeping an eye on the spending on the building because he believes the city could end up losing "a packet" through the construction management method.

THE SPECTATOR
FEBRUARY 15, 1978

Spectator Feb 15 1978

3711

March 4/78

Mass walkout ends contracts meeting

By KEN CAMPBELL
Spectator Staff

CONTRACTORS LOST four to one last night in a council scrimmage over legal wording of the city's \$11 million market-library contracts.

The loss brought a mass walkout and threatened boycott by contractors who had occupied spectator seats during more than half the four-hour special council meeting.

And Mayor Jack MacDonald charged the contract documents make it impossible for good contractors to bid.

He suggests "strong wording" in it could kill the project by forcing potential contractors to bid high to cover guarantees required

by the city — or not bid at all.

Alderman Bill McCulloch, one of those who favored the contract wording which had been recommended by city solicitor Ken Rouff, says he's not worried about a threatened boycott.

"I think we've achieved a terribly important breakthrough," he said, explaining that up to now board of control has usually handled the wording of contracts without full council involvement.

He said the contract document which council approved could serve as the basis for future contracts by the city.

"It's important we didn't give away the farm...and we also didn't hurt the contractors," said Mr. McCulloch.

Concessions

He said the contract, in fact, gives some concessions to the contractors which they did not have under previous city contracts.

When the contractors have got over their anger at losing, they will bid on the contracts, he predicted.

"And the proof will be in the pudding. Bids are due to be submitted this month. If some firms don't bid they will have to answer to their shareholders. If they all bid too high, we'll simply throw out the bids," he said.

James Barclay, president of the Hamilton Construction Association, said he had never heard of such ludicrous contract terms. He said his company would not bid on any part of the library-market contract.

"It's unbelievable council could have been swayed by the city solicitor on this matter. We were so shocked and dismayed we walked out. It was a spontaneous walkout," he said.

He said he knew some other contractors felt the same way but said there is not an organized boycott.

He said he and the others had walked out after council agreed to hold contractors responsible for design errors.

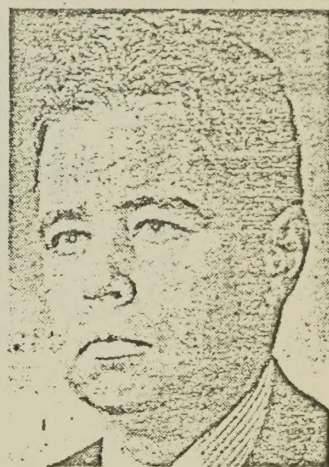
"I've never heard of such a thing. They are paying the architect \$800,000 to do that."

During the debate contractors won the inclusion of a clause that the city will reimburse them for losses due to delays that are not their fault.

They lost:

- Contract rights to allow them to terminate their contracts or walk off the job if the city goes bankrupt, work is stopped for 30 days or if the architect refuses to issue a certificate of payment or the city fails to pay for work completed.

- Their bid to include a clause restricting their liability over the design.



JAMES BARCLAY
'Ludicrous terms'

- Their bid to have a clause removed which calls for them to be responsible for latent defects in the building which might occur after the two-year guarantee period.

- Wording which would relieve them of liability for damages resulting from errors or omissions in the contract documents.

THE SPECTATOR

MARCH 4, 1978

Mass without ends continues meeting

The mass meeting of the American People's Party, which began last night, continued today in the same hall. The speaker, who was introduced by the chairman, was a well-known figure in the party. He spoke for about an hour, during which time he discussed the party's platform and the importance of the mass meeting. The audience was large and attentive, and the speaker's remarks were well received. The meeting will continue tomorrow night.

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THE SPECTATOR
MARCH 4, 1932

E. A. SIMPSON
CITY CLERK
K. E. AVERY
DEPUTY CITY CLERK



CITY HALL
HAMILTON, ONTARIO
L8N 3Y4
TEL. 527-0241

THE CORPORATION OF THE CITY OF HAMILTON
OFFICE OF THE CITY CLERK

March 6, 1978

RECEIVED
OCT 25 1978

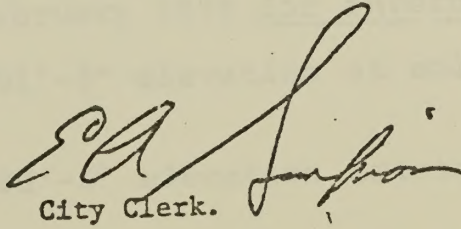
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. J. R. Jones,
Secretary,
Board of Control.

I am forwarding herewith copy of Contract No. E-78-1 (LM), Addendum #2, dated March 1, 1978, which was presented to City Council at a special meeting held on Friday, March 3, 1978.

The amendments made by the Council (four in all) are marked by asterisks.

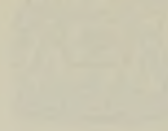
EAS/cg
Frwd.


City Clerk.

cc: Mr. W. L. Phillips,
City Engineer.

Mr. K. A. Rouff,
City Solicitor.

Mr. T. Bradley,
Director of Purchasing.



The Corporation of the City of Washington
OFFICE OF THE CITY CLERK

January 1, 1912

RECEIVED
JAN 1 1912
CITY CLERK
THE CORPORATION OF THE CITY OF WASHINGTON

Mr. J. E. Jones,
Secretary,
Board of Councils.

I am forwarding herewith copy of Ordinance No. 2-1-12, which was passed at a meeting of the Board of Councils held on January 1, 1912.

The ordinance was in the County Court to all the other
of the same.

[Handwritten signature]

Very respectfully,
J. E. Jones,
Secretary,
Board of Councils.

CONTRACT NO. E-78-1 (LM)

ADDENDUM #2.

1 March 1978

Bid Package No. 2 - Concrete Footings

Note: Amendments to General Conditions will be issued to bidders as soon as ratification from Board of Control is received. A new tender closing date will also be established at that time.

This Addendum shall be incorporated in the Specifications and shall form part of the Contract Documents:

Amendments to DRAWINGS

Drawing 7.2 - Foundation Plan

1. Delete footings F1, F49, F50 and F51.
2. There will be an earth ramp constructed by the Trade Contractor working on Bid Package No. 1, Bulk Excavation and Shoring. The ramp will be for vehicle access and located as shown on attached drawing no. SK-1/1 dated 24 February 1978 for information only.
3. Footing F2: Change T/F 301'-9" elevation at column A10 to read T/F 300'-9".
4. Footing F9: Change T/F 303'-6" elevation located at column 9F1 to read 303'-0".
5. Footing F14 shall be relocated on column line A2 4'-6" east of column line 10b. Increase size of footing to size F15. T/F shall be elevation 295'-9".
6. Footing F15: Change T/F elevation 299'-0" at grid line B/10b to read T/F 296'-0".
7. Footing F15: A future 14" diameter reinforced concrete column will be located on grid line 8 3'-4" south of grid line D1. Provide a new footing F15 at elevation T/F 301'-6".
8. Footing F27: Change T/F 297'-3" elevation at grid line 11A to read T/F 296'-6".

9. Footing F37: Change T/F 303'-0" elevation located at column 9G to read 302'-6".
10. Footing F45: From footing F2 step down in two steps of 3'-0" each to T/F 294'-9" for footing below existing sewer and east of sewer step up in one step to T/F 295'-9" at grid line 10b and step up in one step to T/F 296'-6" at 7'-0" east of grid line 10b.
11. Footing F46: From footing F2 at column A10 to F2 at column A9, step up in three equal steps as shown from T/F 300'-9" to T/F 306'-10".
12. Footing F47: Change 16'-8" dimension of future reinforced concrete wall to read 16'-6".
13. Footing F54: Change 17'-0" dimension indicating length of footing shown between grid lines 9 and 10 to read 19'-1".
14. Footing F54 shown 4'-2" west of column line 10b shall be relocated 4'-6" east of column line 10b terminating at column footing F14. T/F shall remain at 295'-9".
15. Footing F54: Change T/F 301'-9" elevation located on grid line 10 to read 300'-9".

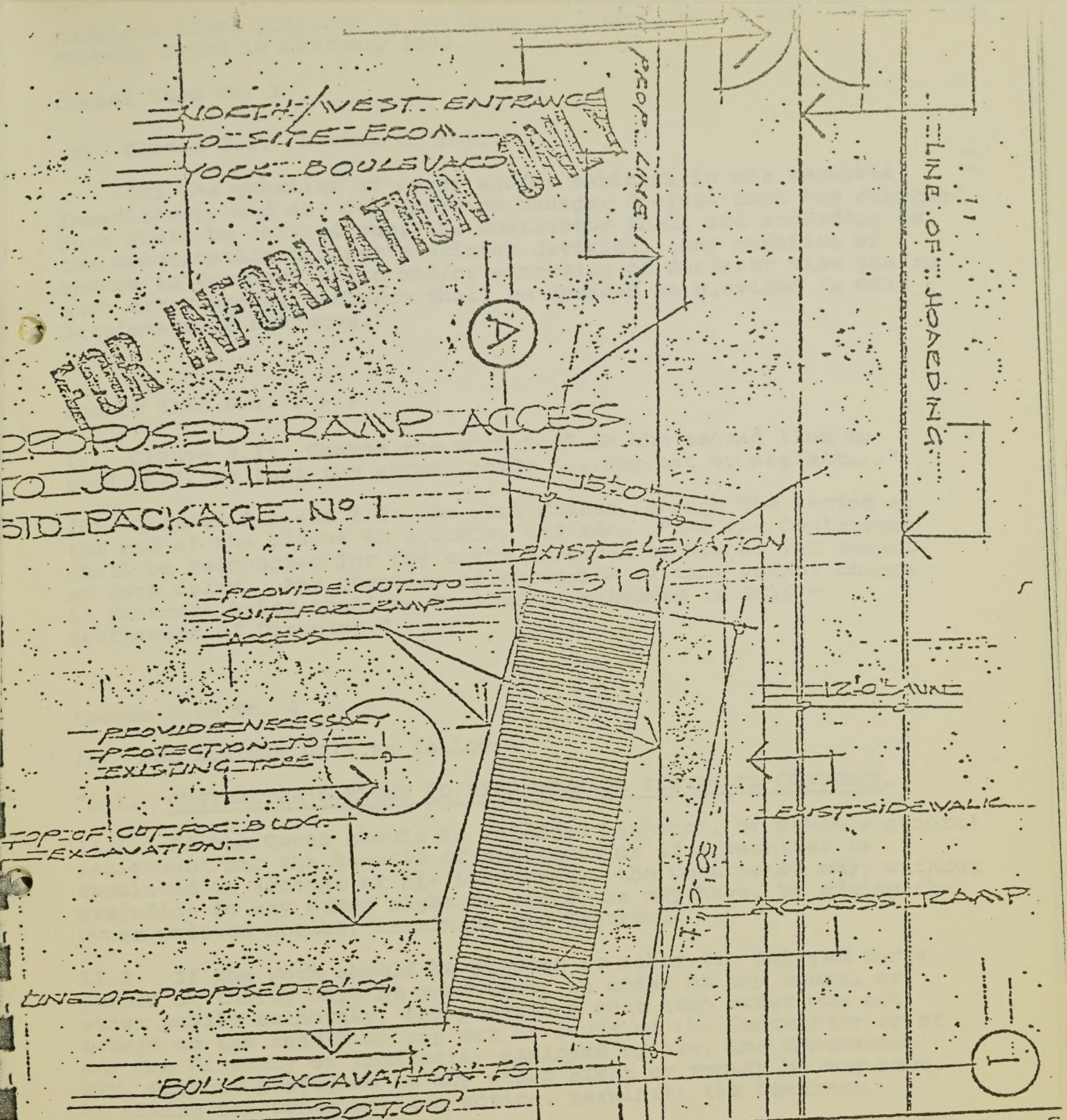
Change T/F 305'-9" elevation located midway between grid lines 9 and 10 to read 304'-9".
16. Footing F55: Change T/F 297'-3" elevation between grid lines A and B to read T/F 296'-6". Delete step indicated north of grid line B.

Drawing 7.5 - Strap Beam Details

1. Strap Beam STB-9: Change top elevation 303'-6" to read 303'-0".

Note:

Footing changes in the area bounded by grid lines A/B/10/11 were caused by a new location of the existing 18"Ø sewer of approximately 18'-0" west of grid line 11 where it intersects grid line A.



HAMILTON
 CENTRAL
 LIBRARY AND
 FARMER'S
 MARKET



DATE 24 FEB. 72

SCALE 1/16" = 1'-0"

DWNSSES, CH'K

PROJECT NO 7521

DRWG.
 NO

SK-1
 1

Cooper Item No. 1

(b) Clause 7.3: Revise to read:

"If the question of error and/or variance is not resolved immediately, and the Construction Manager decides that the disputed Work shall be carried out, the Contractor shall act according to the Construction Manager's written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC16 - Settlement of Disputes."

Cooper Item Nos. 2 & 3

(c) Clause 8.1: Change the word "of" in the second line to read "or", so that the phrase reads "...any act or neglect..."

(d) Clauses 8.1 and 8.2: In each Clause, change the period at the end of the Clause to a comma, and add: "and the Contractor shall be reimbursed for any costs incurred by him as the result of such delay. Any question of extension of time and/or change in Contract Price shall be decided as provided in GC16 - Settlement of Disputes."

Cooper Item No. 4

* (e) Add Article GC11 as follows:

"GC11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

11.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

11.2 If the Work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

11.3 The Contractor may notify the Owner in writing, with copies to the Construction Manager and the Architect, that the Owner is in default of his contractual obligations if:

(a) the Architect fails to issue a certificate in accordance with GC23 - Certificates and Payments without providing the Contractor with written reasons for such failure, or amendment.

(b) the Owner fails to pay to the Contractor when due any amount certified by the Architect.

Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the work and/or terminate the Contract.

11.4 If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed and for any loss sustained upon products and construction machinery and equipment with reasonable profit and damages."

(f) Add Article GC16 as follows:

"GC16 SETTLEMENT OF DISPUTES.

16.1 In the case of any dispute arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and the matter in dispute shall be decided by the City Engineer. In the event that either party is not satisfied by such a decision, then the parties may agree to submit such dispute to arbitration and may thereupon request arbitration. In the event that either party is not satisfied by the results of arbitration, then either party may seek recourse in the courts.

16.2 Arbitration proceedings or legal proceedings shall not take place until after the performance or alleged performance of the disputed work except:

(a) when the dispute concerns a certificate for payment,

(b) where either party can show that the matter in dispute requires immediate consideration while evidence is available,

(c) in the case of legal proceedings, where the action may become prescribed by reason of delay."

Cooper Item No. 6

** (j) Add new Clause 33.6 as follows:

"The Contractor shall be liable for the proper performance of the Work only to extent that careful workmanship and proper implementation of the Contract Documents will permit and any warranty given respecting the Work and performance shall only be valid so far as the design will permit such performance."

Cooper Item No. 7

*** (k) Change Clause 33.6 to 33.7, and revise to read:

"Nothing in the General Conditions shall restrict the liability of the Contractor arising out of any law in force in the Province of Ontario, and nothing in the General Conditions shall be deemed to abrogate the rights of either party under common law."

Cooper Item No. 8

*** (m) Clause 34.3: Add a second sentence to the Clause as follows:

"The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents."

* Deleted by City Council.

** Deleted by City Council.

*** Clause deleted and replaced with the following:-

"(a) Contractor is liable for damages from defects or deficiencies in work which were or were not apparent prior to expiry of two years of substantial performance, or such longer term as may be specified for certain products or work."

**** Deleted by City Council.

Continued...

Back to W.L.P.
Monday
March
13th

W.L. PHILLIPS
B.A.S.C., M.E.I.C., P.ENG.
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO. 301-0008.1*

ATTENTION OF W. L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

MAR 7 1978

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

6 March 1978

RECEIVED
MAR 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market

Members of the Board:

City Council at its meeting held on 3 March 1978 considered the recommendation of the Board of Control respecting Addendum No. 2, dated 28 February 1978, to Bid Package No. 2 for the above-mentioned project. The decision of City Council regarding the wording of the General Conditions is contained in the attached documents which I received from Mr. E. A. Simpson, City Clerk.

It should be noted that Addendum No. 2, dated 28 February 1978, was approved by the Management Committee and subsequently approved by the Board of Control on 1 March 1978. The decision of City Council made significant changes to this Addendum.

As directed by the Board of Control on 6 March 1978, the Management Committee is proceeding to alter the Addendum to conform with the decisions of City Council. In addition, the Management Committee recommends that this tender close at 11:00 a.m. on Monday, 13 March 1978.

On the basis of this revised tender closing date for this Package, the project will be three weeks behind the approved schedule which was established on 9 February 1978.

Furthermore, we must record our extreme concern of the effects that the changes made by City Council, to the recommended wording of the General Conditions, will have on the tendering process for all of the remaining bid packages, the established schedule and the final cost of the project. We are concerned

Continued....

Board of Control
6 March 1978

- 2 -

Continued.....

that the revisions to the general conditions could lead to severely reduced competition, inflated prices and/or qualified tenders.

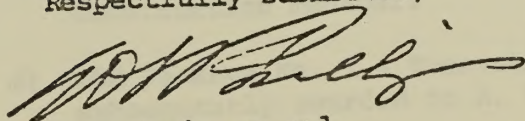
For the information of your Board, the next bid packages, after Bid Package No. 2, will include the following:

1. Concrete Sub-Structure
2. Super Structure
3. Mechanical
4. Electrical

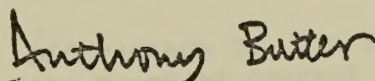
These four bid packages are estimated to cost in the order of \$6,000,000.00. The effects of the revisions to the General Conditions may not become apparent in Bid Package No. 2 but will most likely become very apparent when the above-mentioned packages are tendered. This could have a disastrous affect on the cost of these packages, which will certainly affect the final cost of the project. If the above-mentioned situation occurs, it is possible that the cost of the project will increase above the costs approved by the Ontario Municipal Board and, therefore, additional delays in forwarding contracts could be encountered while obtaining approval of the Ontario Municipal Board for additional funds.

In view of the foregoing, we feel we must register our deep concerns with your Board at this time, in our role as the Management Committee on this project. In addition, if these revisions are to be applied to all General Conditions used in the various bid packages for the project, we cannot be responsible for any delays attributed thereto nor can we be responsible to keep this project within the approved estimate.

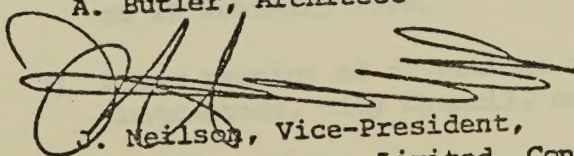
Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.



A. Butler, Architect



J. Neilson, Vice-President,
Pigott Structures Limited, Construction Manager

WLP:jb (Encl.)

c. c. Controller I. Stout

c. c. Mr. K. A. Rouff, City Solicitor



THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

MAR 16 1978

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

15 March 1978

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market

Members of the Board:

As requested by your Board, I have reviewed this project and will deal with the review under three headings as follows:-

- 1) Present Status of Project
- 2) Lump Sum Contract Alternative
- 3) Project Management System

Present Status of Project

The following steps have been taken with respect to this project:-

- 1) City Council appointed Anthony Butler/Brook, Carruthers, Shaw, as Architects.
- 2) City Council agreed that this project proceed under a Project Management System.
- 3) City Council engaged Pigott Structures Ltd. as Construction Manager.
- 4) Bid Package No. 1 - Excavation, was tendered and subsequently awarded to A. Cope & Sons.
- 5) The work under Bid Package No. 1 has been completed except for clean up.
- 6) Bid Package No. 2 - Footings, was prepared and the Board of Control authorized tenders to close on 22 February 1978.
- 7) After receipt of objections from the General Contractors, City Council, on 3 March 1978,

7) Continued.....

revised certain sections of the General Conditions.
The General Conditions were revised and a new closing date of 13 March 1978 was set. On this date no tenders were received.

Lump Sum Contract

If this project was changed to a Lump Sum Contract, the following would be the implications and effects:-

- 1) Plans and specifications would have to be changed *revised* and completed, call tenders and award a contract. It is estimated that further work on the site would not begin until late October 1978. This would result in a delay of some thirty-three (33) weeks.
- 2) Based on an inflation rate of five (5) percent, this delay would mean an increase of approximately \$500,000.00.
- 3) In addition, the General Contractor would add a fee for the organization, co-ordination and control of all the work, including the work of the sub-contractors. This fee would most likely be in the order of \$200,000.00 or approximately two (2) percent of the value of the work.
- 4) During the thirty-three (33) weeks, the City will be responsible for maintaining the site which would include such work as hoarding maintenance, dewatering the excavation, etc. These costs would be in the order of:-

Site maintenance - \$33,000.00
Site security - \$17,000.00

If there is any major slippage along the sides of the excavation, additional costs and damages may be encountered.

- 5) Because of the delays, it will be necessary to carry out work during the winter of 1978-79. This would cause increased costs for winter protection and lack of productivity. This cost is estimated to be between \$30,000.00 and \$50,000.00. In extreme weather conditions work may have to be stopped, which would cause further delays.
- 6) The contract with the Construction Manager would have to be terminated. This could lead to a claim for damages from the Construction Manager. The amount of such possible claim is unknown at this time.

Continued.....

- 7) A further application would have to be made to the Ontario Municipal Board for any increased costs over the approved estimates.
- 8) There would be no construction employment during this period of the year.
- 9) If the same General Conditions that were used in Bid Package No. 2 are used in a Lump Sum Contract and the General Contractors have refused to bid on Bid Package No. 2, then it is possible that they would refuse to bid on a Lump Sum Contract containing the same General Conditions.

Project Management System

If we are to proceed with this project on the basis of a Project Management System, I have considered two alternatives. Firstly, the possibility of combining Bid Package No. 2 with Bid Package No. 3. This would lead to a delay of approximately ten (10) weeks and, therefore, this alternative should not be followed.

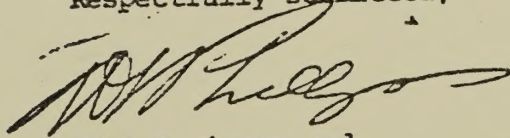
The only other feasible alternative would be to retender Bid Package No. 2 as soon as possible. This would be in the best interests of the City in order to minimize the additional costs which are caused by delays in further work on the site. However, if the same General Conditions are used, there will probably be no tenders received.

Therefore, I recommend that your Board and City Council reconsider the various clauses in the General Conditions with a view to adopting the recommendations contained in my letter to your Board, dated 1 March 1978.

At the last meeting of your Board you requested information with respect to the procedures followed in advertising for tenders. For your information, it has been the policy of the City to advertise all tenders in the Spectator. On major contracts, the City has always placed an advertisement in the Daily Commercial News. This same procedure was followed for Bid Package No. 2.

I would be pleased to discuss this with you at your convenience.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

Continued.....

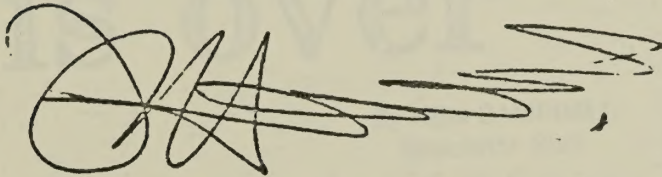
Board of Control
15 March 1978

- 4 -

Continued.....

Anthony Butler

Anthony Butler, Architect



Mr. J. Neilson, Vice-President,
Pigott Structures Limited, Construction Manager

WLP:jbb

- c. c. Controller I. Stout
- c. c. Controller P. O. Valeriano
- c. c. Mr. K. A. Rouff, City Solicitor

\$11 million war of words is over

By KEN CAMPBELL
Spectator Staff

A SIX-week war over wording of the \$11 million market-library construction contracts is over. The project is expected to be re-tendered within a week.

The word war led angry contractors to refuse to bid on the \$200,000 second stage of the market-library building a week ago. This in turn resulted in accusations that they were "ganging up" against the city.

Last night the war was ended by a nearly unanimous vote at a special council meeting to return to the old standard contract forms and terms contractors say they can live with.

The old standard Hamilton contract documents do not specifically contain the "latent defect" clause objected to most by contractors but still allows the city to seek damages under common law for defects in construction that might show up after the two-year warranty period on the building.

City legal department solicitor Murray McCulloch said it gave essentially the same protection to the city as the contract form objected to by contractors.

Council's decision to go back to the old wording was a clear victory for the city's legal department and Controller Pat Valeriano who had advocated the old city document be used right from the start.

Opposed

When that request was initially opposed, the city's legal department opted for the insertion of protective clauses to the forms provided by the contractors' and the architects' associations. It was this amended contract which contractors decline to bid upon.

Council was offered three choices last night:

- They could either vote in favor of the contract forms advocated by the architects' and contractors' associations;

- Vote to stay with that form plus clauses that had been advocated by city solicitor Ken Rouff;

- Go back to the standard city contract.

Bill Cooper, president of Cooper Construction, said last night he believed contractors would agree to a return to the old standard Hamilton contract documents.

His company had been one of those which declined to bid on the second stage contract because of contract terms considered too stringent.

He said the standard Hamilton contract form does not contain most of the distasteful clauses which contractors had objected to.

"I believe there is sufficient improvement to allow contractors to bid on the market-library project.

"I think possibly council achieved what it set out to do," said Mr. Cooper adding that he believed the old standard Hamilton documents could lead to some confusion among trade contractors and this in turn could lead to higher bids on some sections of the \$11 million project.

"But I believe it will allow contractors to bid which was council's purpose."

He would not commit his company to bid on the project under the old city contract forms "until we have reviewed them."

At the same time he believed they would be satisfactory.

Anthony Butler, architect of the market-library complex and the man who recommended the city shift from using the old standard Hamilton contract forms in the first place, was visibly disappointed in council's decision.

"This demonstrates why everything municipalities end up doing is second class. It's always a compromise," he said following the four-hour special council meeting.

City engineer Bill Phillips estimated it would take about a week for his department to adapt the standard Hamilton contract form for use on the market-library project.

11 July 1978

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OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
71 Main Street West
Hamilton, Ontario

Dear Mr. Phillips:

Since tenders were received on 28 June 1978 for Bid Packages No. 5, 6, 7 and 9, we have carried out an extensive and careful review of the quotations and possible savings, in cooperation with the Construction Manager, our consulting engineers, and the low bidder for each Bid Package. Attached are letters confirming credit quotations from the low bidders for Bid Packages No. 5, 6 and 7, and a letter from Pigott Structures confirming quotations received this morning by telephone from the low bidder for Bid Package No. 9.

The credits which are proposed result from changes and modifications in the documents, and do not include any reductions in the functional requirements of the Library and Market.

In summary, the current status of the four Bid Packages is as follows:

BID PACKAGE NO.	BUDGET	LOW BID	EXCESS	PROPOSED SAVINGS	NET EXCESS (CREDIT)
5	2,292,000	2,535,000	243,000	43,460	199,540
6	1,150,000	1,345,667	195,667	59,000	136,667
7	434,000	450,315	16,315	27,500	(11,185)
9	2,100,000	2,455,000	355,000	33,795	321,205

Notes:

1. The proposed credit on reinforcing steel for Bid Package 9 is dependent upon the completion of revised structural calculations, to confirm the proposed reduction in reinforcing bar sizes.
2. The proposed savings for Bid Package 5 do not include savings which can be achieved by revisions to the sprinkler system. We propose that the sprinkler design should be revised, and retendered, through the mechanical contractor, by both the

..... 2

11 July 1978
Mr. W. L. Phillips

..... 2

bidders who submitted quotations through the Bid Depository for this part of the work. If this retendering should result in a delay in the appointment of a sprinkler subcontractor, it will be necessary for some sleeves to be placed in concrete formwork by the Construction Manager, which will be a charge to the project which will result in a reduction in the total sprinkler credit.

3. The total excess over budget of the four Bid Packages is \$809,982. There is currently a credit balance on the budget of approximately \$60,000, not including the contingency allowance. When the credit balance and total proposed savings of \$163,755 are deducted from the excess, the net excess remaining is \$586,227.

We recommend that the savings proposed in the attached letters should be accepted, subject to confirmation of the structural changes, and that sprinklers should be retendered as proposed above.

Yours very truly,

Anthony Butler

Anthony Butler

AB/dbh

Encls.

c.c. P. Brook
V. Alboini
Quist Tyrrell Palmers

11 July 1978

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
71 Main Street West
Hamilton, Ontario

Dear Mr. Phillips:

Further to my earlier letter of today's date, I enclose summaries of tenders received on 28 June 1978 for Bid Packages No. 5, 6, 7 and 9. Each of the summaries also indicates the credits for which we have received quotations, and which we recommend should be accepted.

When the credits are deducted, the total cost to date exceeds the budget by approximately \$586,000.00. We have recommended that revisions to the sprinklers should be retendered, which will achieve some further savings. Beyond this, however, no further savings can be achieved without making deletions to the facilities provided to meet the needs of the Building's occupants.

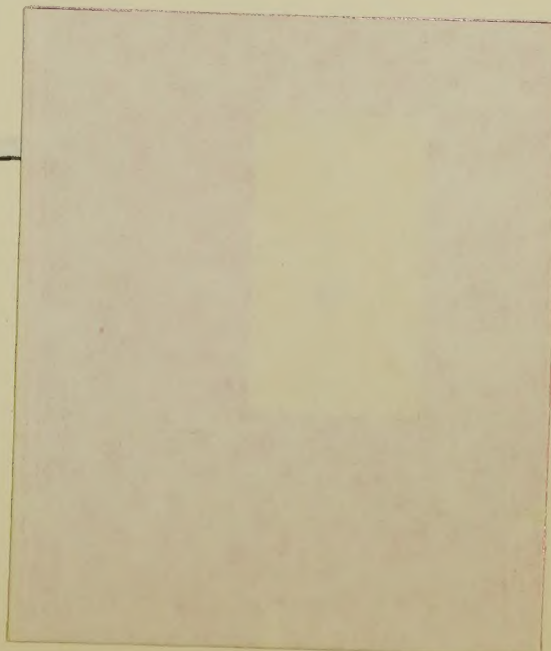
In their letter of 24 November 1977, a copy of which is attached, the Construction Manager stated that the budget was "tight but still achievable." and that "Any further delay in the start of the project will certainly lead to additional cost." Work on the first bid package began on site at the beginning of February 1978.

The budget for bid packages awarded or tendered to date amounts to 2/3 of the total budget; when the recommended contract amounts are added to the previous contracts awarded, the total amount is over 73% of the budget. There is very little opportunity to achieve sizable savings in the balance of work remaining to be tendered, and we anticipate that future bid packages will in all probability follow the same tendency as those recently tendered, even though we intend to make every effort to keep costs down.

The total of contracts awarded to date plus the recommended contract value for Bid Packages No. 5, 6, 7 and 9 exceeds the budget by 8.3%. In order to provide sufficient funds for the completion of the project, we recommend that the total budget should be increased by \$850,000. This amount does not include provision for the vertical book conveyor.

Yours very truly,

Anthony Butler
Anthony Butler



Summary of Bids Received 28 June 1978 for Bid Package No. 5 -
Mechanical, Contract E-78-10 (LM)

<u>Bidder</u>	<u>Amount of Bid</u>
Goodram Bros. Limited	\$ 2,535,000
Sutherland-Schultz Limited	2,703,000
Comstock International Ltd.	2,745,120
S. I. Guttman Limited	2,833,594

Recommended low bidder Goodram Bros. Limited \$ 2,535,000

Less alternates quoted in tender:

Marley Cooling Tower	\$ 1,000.00
Trane Environment Control Unit	3,000.00
Honeywell Controls	30,000.00

Further credits offered in letter dated 11 July 1978

9,460.00

\$ 43,460

Recommended contract award amount

\$2,491,540

Summary of Bids Received 28 June 1978 for Bid Package No. 6 -
Electrical, Contract E-78-11 (LM)

<u>Bidder</u>	<u>Amount of Bid</u>
Comstock International Ltd.	\$ 1,345,667
Imperial Electric Company	1,383,000
Niagara Engineering & Construction Company Limited	1,496,840
Aldershot Industrial Installations Limited	1,596,759
Sutherland-Schultz Limited	1,640,539
Recommended low bidder Comstock International Limited	\$ 1,345,667
Less credits offered in letter dated 11 July 1978	<u>\$ 59,000</u>
Recommended contract award amount	\$1,286,667

Summary of Bids Received 28 June 1978 for Bid Package No. 7 -
Elevators and Escalators, Contract E-78-12 (LM)

Bidder	Elevators Only	Escalators Only	Elevators and Escalators
Otis Elevator Company Limited	\$359,305	\$135,495	\$450,315
Montgomery Elevator Co. Limited	\$326,628	\$130,036	\$456,664
Dover Corporation (Canada) Limited	\$316,000	-	-

Note: The bid from Dover Corporation was qualified, and cannot
be accepted.

Recommended low bidder Otis Elevator Company Limited	\$450,315
Less credits offered in letter dated 7 July 1978	<u>\$ 27,500</u>
Recommended contract award amount	\$422,815

Summary of Bids Received 28 June 1978 for Bid Package No. 9 -
Concrete Superstructure, Contract E-78-13 (LM)

<u>Bidder</u>	<u>Amount of Bid</u>
Avenue Structures	\$2,455,000
Robertson-Yates Corporation Limited	2,797,612
The Frid Construction Company Limited	2,958,000
Saltfleet Construction Limited and Harm Schilthuis and Sons Limited, (Joint Venture)	3,480,330

Recommended low bidder Avenue Structures \$ 2,455,000

Note: Credits of \$33,795 may be received for this bid package, as described in letter from Pigott Structures dated 11 July 1978

We recommend that the contract should be awarded in the full amount, pending confirmation of the structural calculations in connection with the proposed credits.

W.L. PHILLIPS
B.A.S.C., M.E.I.C., P.ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



E-78-12
E-78-13
301-0008*
ATTENTION OF W. L. Phillips
YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

12 July 1978

RECEIVED
OCT 25 1978

Mr. Chairman and Members,
Board of Control.

Re: Central Library & Farmers' Market

Members of the Board:

On 28 June 1978, your Board received tenders for Bid Packages 5, 6, 7 and 9 for this project. The following bids were received:-

Bid Package No. 5 - Mechanical

Goodram Bros. Ltd.	\$2,535,000.00
Sutherland-Schultz Ltd.	2,703,000.00
Comstock International Ltd.	2,745,120.00
S.I. Guttman Ltd.	2,833,594.00

Bid Package No. 6 - Electrical

Comstock International Ltd.	\$1,345,667.00
Imperial Electric Co.	1,385,000.00
Niagara Engineering & Const. Co. Limited	1,496,840.00
Aldershot Industrial Installations Ltd.	1,596,759.00
Sutherland-Schultz Ltd.	1,640,539.00

Bid Package No. 7 - Elevators & Escalators

Dover Corporation Ltd.	\$ 316,000.00
Otis Elevator Co. Ltd.	450,315.00
Montgomery Elevator Co. Ltd.	456,664.00

Bid Package No. 9 - Superstructure

Avenue Structures	\$2,455,000.00
Robertson-Yates Corp. Ltd.	2,797,612.00
Frid Construction Co. Ltd.	2,958,000.00
Saltfleet Construction Ltd.	3,480,332.00

Continued.....

The Corporation on the 1st of January

Statement of Assets and Liabilities
for the year ending 31st December 1911

1911-1912

Mr. Chairman and Members,
I have the honor to acknowledge the receipt of your letter of the 14th inst.

in relation to the proposed change in the name of the Corporation.

I have the honor to inform you that the Board of Directors has

at its meeting on the 10th inst. voted to change the name of the Corporation to the
"The Corporation on the 1st of January" and to amend the Charter accordingly.

The Board of Directors has also voted to amend the Charter to read as follows:

Article I. The Corporation shall have the right to acquire, hold, lease, and dispose of real and personal property, and to do all such other acts and things as may be necessary or proper for the carrying out of its purposes.

Article II. The Corporation shall have the right to borrow money, and to issue bonds or other securities, and to do all such other acts and things as may be necessary or proper for the carrying out of its purposes.

Article III. The Corporation shall have the right to make contracts, and to do all such other acts and things as may be necessary or proper for the carrying out of its purposes.

Article IV. The Corporation shall have the right to sue and be sued, and to do all such other acts and things as may be necessary or proper for the carrying out of its purposes.

Article V. The Corporation shall have the right to make and alter its bylaws, and to do all such other acts and things as may be necessary or proper for the carrying out of its purposes.

Article VI. The Corporation shall have the right to make and alter its rules and regulations, and to do all such other acts and things as may be necessary or proper for the carrying out of its purposes.

Article VII. The Corporation shall have the right to make and alter its articles of association, and to do all such other acts and things as may be necessary or proper for the carrying out of its purposes.

Very truly yours,
The Corporation on the 1st of January

I attach, herewith, a copy of two letters, dated 11 July 1978, from Mr. A. Butler, Architect, which outlines his recommendations.

As noted by Mr. Butler, the following credits are available to these packages:-

Bid Package No. 5	-	\$ 43,460.00
Bid Package No. 6	-	59,000.00
Bid Package No. 7	-	<u>27,500.00</u>
Total	-	\$129,960.00

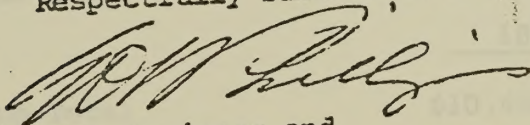
In addition, there is the possibility of further credits in Bid Packages No. 5 and 9 but these are not finalized at this time.

In the case of Bid Package No. 7, Dover Corporation Ltd. submitted a tender for elevators only and also submitted a letter which qualified their tender. This letter is not acceptable and therefore it is recommended that this bid be rejected.

I would recommend that your Board award these contracts in accordance with the attached recommendations and that the credits be deducted by Change Orders after the contracts are executed.

Based on the award of these contracts, as recommended, I have prepared the attached statement to indicate to your Board the status of the budget for this project at this time. This statement shows that, with the award of these contracts, the cost of this project is \$750,123.00 over the approved budget. When the credits of \$129,960.00 are deducted, it will leave the cost approximately \$620,163.00 over the approved budget.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb
Attch.

- c. c. Controller I. Stout
- c. c. Mr. Anthony Butler, Architect
- c. c. Mr. W. H. McFarland, City Treasurer
- c. c. Mr. T. Bradley, Director of Purchasing
- c. c. Mr. K. A. Rouff, City Solicitor

CENTRAL LIBRARY AND FARMERS' MARKET

<u>Bid Package</u>	<u>Estimate</u>	<u>Tender</u>	<u>Over+</u> <u>Under-</u>
No. 1 - Excavation	210,000	141,201	68,799 (-)
2 - Footings	238,000	238,542	542 (+)
3 - Substructure	600,000	610,900	10,900 (+)
4 - Conduit System	10,000	7,498	2,502 (-)
5 - Mechanical	2,292,000	2,535,000	243,000 (+)
6 - Electrical	1,150,000	1,345,667	195,667 (+)
7 - Elevations	434,000	450,315	16,315 (+)
9 - Superstructure	2,092,000	2,455,000	355,000 (+)
11 - Structural Steel	8,000		
Sub-Total	7,034,000	7,784,123	750,123 (+)
8 & 10	51,000		
12 to 41 Incl.	2,575,008		
Sub-Total	9,660,008		
Management Fee	378,620		
Site Work	200,000		
Testing	12,000		
Security	54,000		
Sub-Total	10,304,628		
Misc.	185,370		
Sub-Total	\$10,489,998		
	(10,490,000)		

WLP:jb
12 July 1978

STATE OF NEW YORK

NAME	RESIDENCE	EDUCATION	EMPLOYMENT
ALFRED E. BROWN	100, 100	100, 100	100, 100
JOHN D. SMITH	100, 100	100, 100	100, 100
WILLIAM J. HARRIS	100, 100	100, 100	100, 100
CHARLES F. JONES	100, 100	100, 100	100, 100
EDWARD G. MILLER	100, 100	100, 100	100, 100
ROBERT L. WILSON	100, 100	100, 100	100, 100
GEORGE H. CLARK	100, 100	100, 100	100, 100
FRANK M. ROY	100, 100	100, 100	100, 100
JOHN A. BAKER	100, 100	100, 100	100, 100
WILLIAM C. GREEN	100, 100	100, 100	100, 100
CHARLES E. ADAMS	100, 100	100, 100	100, 100
EDWARD J. KING	100, 100	100, 100	100, 100
ROBERT K. LEE	100, 100	100, 100	100, 100
GEORGE W. HILL	100, 100	100, 100	100, 100
FRANK R. WHITE	100, 100	100, 100	100, 100
JOHN S. BLACK	100, 100	100, 100	100, 100
WILLIAM T. GRAY	100, 100	100, 100	100, 100
CHARLES D. MANN	100, 100	100, 100	100, 100
EDWARD F. COOPER	100, 100	100, 100	100, 100
ROBERT H. REED	100, 100	100, 100	100, 100
GEORGE L. BROWN	100, 100	100, 100	100, 100
FRANK J. MILLER	100, 100	100, 100	100, 100
JOHN W. JONES	100, 100	100, 100	100, 100
WILLIAM R. SMITH	100, 100	100, 100	100, 100
CHARLES A. HARRIS	100, 100	100, 100	100, 100
EDWARD C. CLARK	100, 100	100, 100	100, 100
ROBERT D. ROY	100, 100	100, 100	100, 100
GEORGE E. BAKER	100, 100	100, 100	100, 100
FRANK G. GREEN	100, 100	100, 100	100, 100
JOHN H. ADAMS	100, 100	100, 100	100, 100
WILLIAM I. KING	100, 100	100, 100	100, 100
CHARLES K. LEE	100, 100	100, 100	100, 100
EDWARD M. HILL	100, 100	100, 100	100, 100
ROBERT N. WHITE	100, 100	100, 100	100, 100
GEORGE O. BLACK	100, 100	100, 100	100, 100
FRANK P. GRAY	100, 100	100, 100	100, 100
JOHN Q. MANN	100, 100	100, 100	100, 100
WILLIAM R. COOPER	100, 100	100, 100	100, 100
CHARLES S. REED	100, 100	100, 100	100, 100
EDWARD T. BROWN	100, 100	100, 100	100, 100
ROBERT U. MILLER	100, 100	100, 100	100, 100
GEORGE V. JONES	100, 100	100, 100	100, 100
FRANK W. SMITH	100, 100	100, 100	100, 100
JOHN X. HARRIS	100, 100	100, 100	100, 100
WILLIAM Y. CLARK	100, 100	100, 100	100, 100
CHARLES Z. ROY	100, 100	100, 100	100, 100
EDWARD AA. BAKER	100, 100	100, 100	100, 100
ROBERT BB. GREEN	100, 100	100, 100	100, 100
GEORGE CC. ADAMS	100, 100	100, 100	100, 100
FRANK DD. KING	100, 100	100, 100	100, 100
JOHN EE. LEE	100, 100	100, 100	100, 100
WILLIAM FF. HILL	100, 100	100, 100	100, 100
CHARLES GG. WHITE	100, 100	100, 100	100, 100
EDWARD HH. BLACK	100, 100	100, 100	100, 100
ROBERT II. GRAY	100, 100	100, 100	100, 100
GEORGE JJ. MANN	100, 100	100, 100	100, 100
FRANK KK. COOPER	100, 100	100, 100	100, 100
JOHN LL. REED	100, 100	100, 100	100, 100
WILLIAM MM. BROWN	100, 100	100, 100	100, 100
CHARLES NN. MILLER	100, 100	100, 100	100, 100
EDWARD OO. JONES	100, 100	100, 100	100, 100
ROBERT PP. SMITH	100, 100	100, 100	100, 100
GEORGE QQ. HARRIS	100, 100	100, 100	100, 100
FRANK RR. CLARK	100, 100	100, 100	100, 100
JOHN SS. ROY	100, 100	100, 100	100, 100
WILLIAM TT. BAKER	100, 100	100, 100	100, 100
CHARLES UU. GREEN	100, 100	100, 100	100, 100
EDWARD VV. ADAMS	100, 100	100, 100	100, 100
ROBERT WW. KING	100, 100	100, 100	100, 100
GEORGE XX. LEE	100, 100	100, 100	100, 100
FRANK YY. HILL	100, 100	100, 100	100, 100
JOHN ZZ. WHITE	100, 100	100, 100	100, 100
WILLIAM AAA. BLACK	100, 100	100, 100	100, 100
CHARLES BBB. GRAY	100, 100	100, 100	100, 100
EDWARD CCC. MANN	100, 100	100, 100	100, 100
ROBERT DDD. COOPER	100, 100	100, 100	100, 100
GEORGE EEE. REED	100, 100	100, 100	100, 100
FRANK FFF. BROWN	100, 100	100, 100	100, 100
JOHN GGG. MILLER	100, 100	100, 100	100, 100
WILLIAM HHH. JONES	100, 100	100, 100	100, 100
CHARLES III. SMITH	100, 100	100, 100	100, 100
EDWARD LLL. HARRIS	100, 100	100, 100	100, 100
ROBERT MMM. CLARK	100, 100	100, 100	100, 100
GEORGE NNN. ROY	100, 100	100, 100	100, 100
FRANK OOO. BAKER	100, 100	100, 100	100, 100
JOHN PPP. GREEN	100, 100	100, 100	100, 100
WILLIAM QQQ. ADAMS	100, 100	100, 100	100, 100
CHARLES RRR. KING	100, 100	100, 100	100, 100
EDWARD SSS. LEE	100, 100	100, 100	100, 100
ROBERT TTT. HILL	100, 100	100, 100	100, 100
GEORGE UUU. WHITE	100, 100	100, 100	100, 100
FRANK VVV. BLACK	100, 100	100, 100	100, 100
JOHN WWW. GRAY	100, 100	100, 100	100, 100
WILLIAM XXX. MANN	100, 100	100, 100	100, 100
CHARLES YYY. COOPER	100, 100	100, 100	100, 100
EDWARD ZZZ. REED	100, 100	100, 100	100, 100
ROBERT AAAA. BROWN	100, 100	100, 100	100, 100
GEORGE BBBB. MILLER	100, 100	100, 100	100, 100
FRANK CCCC. JONES	100, 100	100, 100	100, 100
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GEORGE IIII. GREEN	100, 100	100, 100	100, 100
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FRANK XXXX. HARRIS	100, 100	100, 100	100, 100
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FRANK XXXX. CLARK	100, 100	100, 100	100, 100
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EDWARD BBBB. ADAMS	100, 100	100, 100	100, 100
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FRANK EEEE. HILL	100, 100	100, 100	100, 100
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WILLIAM GGGG. BLACK	100, 100	100, 100	100, 100
CHARLES HHHH. GRAY	100, 100	100, 100	100, 100
EDWARD IIII. MANN	100, 100	100, 100	100, 100
ROBERT JJJJ. COOPER	100, 100	100, 100	100, 100
GEORGE KKKK. REED	100, 100	100, 100	100, 100
FRANK LLLL. BROWN	100, 100	100, 100	100, 100
JOHN MMMM. MILLER	100, 100	100, 100	100, 100
WILLIAM NNNN. JONES	100, 100	100, 100	100, 100
CHARLES OOOO. SMITH	100, 100	100, 100	100, 100
EDWARD PPPP. HARRIS	100, 100	100, 100	100, 100

August 16, 1978

Anthony Butler, Architect
11 Dundurn Street North
Hamilton, Ontario
L8R 3C8

Attention: Mr. J. Mills, M.A.A.T.D.

Dear Sir

Re: 515 - Hamilton Central Library
and Farmer's Market

Tender opening yesterday with B.P. #13 roofing, 14 s/s. panels and 15 Aluminum Windows revealed we've got another problem, namely:

1) B.P. #14 - Stainless Steel Panels

No tender received and the problem - work of these items subject to redesign using different materials and retendering. This should be done as soon as possible.

2) B.P. #13 - Roofing and Sheet Metal
B.P. #15 - Aluminum Windows

Lowest tender for both was in excess of the budget price allowance. To identify factors we held discussions yesterday with successful bidders. From the attached separate for each B.P. explanation for cost overrun are due to items of work added as below:

a) B.P. #13 Roofing and Sheet Metal

Budget price	\$ 83,000.00
Low Bidder - Riddell	209,770.00
Difference cost overrun	\$126,770.00

Re: attached value of work added \$139,000.00.

Cont'd....

mated prices — or why no bids were received on a third package.

"Our technical people are analyzing the proposals to explain the poor showing and determine what can or should be done," he said.

The \$11 project is already \$800,000 over budget because of previous high tenders.

Mr. MacDonald said a report is

details until a full report

The mayor said wording of the contracts may have been a stumbling block for contractors but would not say for certain whether it's considered the major problem.

After a six-week war over wording, city council decided in March to return to standard contract forms after some builders declined

ciation also expressed disappointment over returning to the old forms.

But the association also showed relief over deletion of clauses that would hold contractors responsible for defects discovered after the two-year warranty period and for errors in the design of the building.

DATE: 11/15/54

TO: Mr. Tolson
FROM: Mr. [illegible]
SUBJECT: [illegible]

11/15/54

RE: [illegible]

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

7. [illegible]

8. [illegible]

9. [illegible]

CONFIDENTIAL

10. [illegible]

b) B.P. #15 - Aluminum Windows, Skylights etc.

Budget price - Alum. Windows	⁴⁵⁸ \$456,000.00
- s/s. Doors	16,000.00
Total Budget	\$474,000.00
Low Bidder - Sentinel	798,213.00
Difference cost overrun	\$324,213.00

Re: attached value of work added

Items 1 to 8 inclusive \$247,260.00
Item #9 cost comparison had not been worked out.
Mr. L. Banatti with whom I held discussion said
he needed more time to recheck and promised to
confirm exact cost for items 1 to 9 inclusive.

Copy of Sentinel letter of August 16, 1978 is enclosed.

We have requested representatives of B.P. #13 and #15
to examine drawings and specifications and to submit
recommendations for potential savings for your approval.

Lastly, regarding B.P. #15 Aluminum Windows a meeting
has been arranged for today at 1:30 p.m. in your office-
possible savings will be discussed at that time.

Yours very truly

PIGOTT STRUCTURES COMPANY LIMITED

V. Albini
Project Manager

Enclosure
VA:jm

cc Mr. V. C. Catchick, P. Eng.
Mr. J. Begley, P. Eng.

mated prices — or why no bids
were received on a third package.

"Our technical people are ana-
lyzing the proposals to explain the
poor showing and determine what
can or should be done," he said.

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000 over budget because of previous
high tenders.

Mr. MacDonald said a report is

details until a full report is

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contracts may have been a stum-
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to return to standard contract
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ment over returning to the old
forms.

But the association also showed
relief over deletion of clauses that
would hold contractors responsible
for defects discovered after the
two-year warranty period and for
errors in the design of the building.

1. The first part of the report is devoted to a general description of the project and its objectives. It also includes a brief review of the literature on the subject.

2. The second part of the report describes the methodology used in the study. This includes a detailed description of the experimental design, the subjects, the materials, and the procedures.

3. The third part of the report presents the results of the study. This includes a description of the data collected, the statistical analysis, and the conclusions drawn from the results.

4. The fourth part of the report discusses the implications of the findings and suggests directions for future research.

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3. The third part of the report presents the results of the study. This includes a description of the data collected, the statistical analysis, and the conclusions drawn from the results.

4. The fourth part of the report discusses the implications of the findings and suggests directions for future research.

The first part of the report is devoted to a general description of the project and its objectives. It also includes a brief review of the literature on the subject. The second part of the report describes the methodology used in the study. This includes a detailed description of the experimental design, the subjects, the materials, and the procedures. The third part of the report presents the results of the study. This includes a description of the data collected, the statistical analysis, and the conclusions drawn from the results. The fourth part of the report discusses the implications of the findings and suggests directions for future research.

TELETYPE

aluminum products co. limited

railside rd. don mills - ontario - canada - M3A 1A8
phone (416) 444-5201

August 16, 1978.

RECEIVED
AUG 17 1978
BSCOTT CONSTRUCTION LIMITED
HAMILTON

VA

Port Structures Co. Limited,
P.O. Box 309,
Hamilton, Ontario.

Attention: Mr. V. Alboini.

Gentlemen:

Re: Hamilton Library & Farmer's Market.

We have listed below additional items and our explanation of
costs over and above the original budget pricing given you for
aluminum Windows, Skylights, etc., for the above project as follows:

Additional items - not included in original budget pricing.

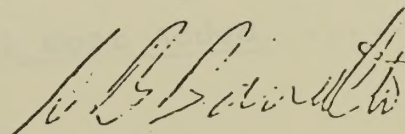
Custom Entrance framing and door frames-----	\$36,000.00
Skylights-----	60,000.00
Sunscreens-----	80,000.00
Louvres-----	20,000.00
Aluminum Panel-----	34,000.00
Performance Bond-----	4,000.00
Spare Sealed Units-----	6,000.00
	<u>\$240,000.00</u>

In original budget figure all typical aluminum framing was
estimated as standard "3875 Series". No allowance was made for either
steel and aluminum curtain wall framing at ground floor and
mechanical towers or "5875 Series" two-storey curtain wall. Both
these items are substantially more expensive than "3875 Series".

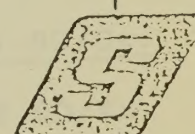
Also the final details of perimeter flashings, sills and adaptors
were made more complicated than the details on which the budget was
based. This involves extra costs on both material and labour.

Trusting this is the information required, we are.

Yours very truly,



L. B. Banatti.
Architectural Sales Manager.



133:90

Architectural aluminum windows • curtain walls • entrances • sloped windows

mated prices — or why no bids
were received on a third package.

"Our technical people are ana-
lyzing the proposals to explain the
poor showing and determine what
can or should be done," he said.

The \$11 project is already \$800,
000 over budget because of previous
high tenders.

Mr. MacDonald said a report is

details until a full report is made.
The mayor said wording of the
contracts may have been a stum-
bling block for contractors but
would not say for certain whether
it's considered the major problem.

After a six-week war over word-
ing, city council decided in March
to return to standard contract
forms after some builders declined

ciation also expressed disappoint-
ment over returning to the old
forms.

But the association also showed
relief over deletion of clauses that
would hold contractors responsible
for defects discovered after the
two-year warranty period and for
errors in the design of the building.

Form 100-10

Page 1 of 1

U. S. DEPARTMENT OF THE TREASURY

Statement of Assets and Liabilities

This statement is to be filled out by the owner of the property and should be filed with the original copy of the return.

The statement should be filled out in detail and should be filed with the original copy of the return.

Assets	Liabilities
1. Cash	1. Cash
2. Bonds	2. Bonds
3. Stocks	3. Stocks
4. Real Estate	4. Real Estate
5. Other Assets	5. Other Liabilities

The statement should be filled out in detail and should be filed with the original copy of the return. The statement should be filled out in detail and should be filed with the original copy of the return.

Statement of Assets and Liabilities

Form 100-10

U. S. DEPARTMENT OF THE TREASURY

U. S. DEPARTMENT OF THE TREASURY

U. S. DEPARTMENT OF THE TREASURY

Statement of Assets and Liabilities

This statement is to be filled out by the owner of the property and should be filed with the original copy of the return. The statement should be filled out in detail and should be filed with the original copy of the return.

August 16, 1978

B.P. #13 - Roofing & Sheet Metal

Budget	\$ 83,000.00
Tender Riddell	\$209,770.00
Difference Excess Cost	\$126,770.00

Changes to Budget Price

- 1) Plastic Skydomes - 34/No. Double
17/No. Single
Total - 51/No..... \$ 66,000.00/Ex.
- 2) Roof Area Increases
Original Budget - 37,900/s.f.
Now - 46,500/s.f..... \$ 34,000.00/Ex.
- 3) Roofing - Budget - 2" Roof Mate insulation
and 4-ply.
Now - 2/ply felt vapour barrier
2" Fibreglass insulation
All joints taped
4" ply felt double pour
Cost Added \$ 16,000.00/Ex.
- 4) Roof Runway
1/2" thick roof tread, W. R. Meadows
Precast slabs 2 1/2" thick, 3'-0" wide \$ 10,000.00/Ex.
- 5) Roof Flashing
Design more custom - larger girts \$ 10,000.00/Ex.
- 6) Spares - vent pipe flashings -
60/No. Total \$ 3,000.00/Ex.
- Total Cost Added \$139,000.00/Ex.

mated prices — or why no bids were received on a third package.

"Our technical people are analyzing the proposals to explain the poor showing and determine what can or should be done," he said.

The \$11 project is already \$800,000 over budget because of previous high tenders.

Mr. MacDonald said a report is

details until a full report is made. The mayor said wording of the contracts may have been a stumbling block for contractors but would not say for certain whether it's considered the major problem.

After a six-week war over wording, city council decided in March to return to standard contract forms after some builders declined

ciation also expressed disappointment over returning to the old forms.

But the association also showed relief over deletion of clauses that would hold contractors responsible for defects discovered after the two-year warranty period and for errors in the design of the building.

August 18, 1916

Statement of Expenses

General Expenses - \$ 400.00
Travel - 100.00
Postage - 50.00
Telephone - 25.00
Miscellaneous - 25.00

Statement of Income

Salaries - \$ 1,000.00
Fees - 500.00
Gratuities - 100.00
Interest - 50.00
Dividends - 25.00

Statement of Assets

Real Estate - \$ 10,000.00
Cash - 5,000.00
Bonds - 2,000.00
Stocks - 1,000.00
Miscellaneous - 500.00

Statement of Liabilities

Mortgage - \$ 8,000.00
Notes - 2,000.00
Accounts Payable - 500.00
Other - 500.00

Statement of Net Worth

Total Assets - \$ 18,500.00
Total Liabilities - 10,500.00
Net Worth - \$ 8,000.00

Statement of Cash Flow

Operating Activities - \$ 1,000.00
Investing Activities - 500.00
Financing Activities - 250.00

Statement of Retained Earnings

Beginning Balance - \$ 1,000.00
Add: Net Income - 500.00
Less: Dividends - 250.00
Ending Balance - \$ 1,250.00

Total Assets

The undersigned, being duly sworn, depose and say that the foregoing is a true and correct statement of the financial condition of the above named person or persons, as the case may be, for the year ending December 31, 1916, and that the same was prepared by the undersigned in accordance with the best of their knowledge and belief.

August 16, 1978

B.P. #15 - Aluminum Windows, Skylights, etc.

Budget Aluminum Windows -	\$458,000	
S/St. Doors -	<u>16,000</u>	\$474,000
Sentinel Tender		<u>\$798,213</u>
Difference Excess Cost		\$324,213

Changes to Budget Price (Not included in original budget)

- 1) Entrance framing completely revised.
Sloped head and glazing \$ 36,000.00/Ex.
Special Design \$ 20,640 -
- 2) Skylights - 3/large - \$ 60,000.00 *57,800*
Budget *37,240.00* *37,240* *20,640* \$ ~~27,260.00~~/Ex.
- 3) Sun Screens - (Not in Budget) \$ 80,000.00/Ex.
- 4) Louvres - 800/s.f. (Not in Budget) \$ 20,000.00/Ex.
- 5) Aluminum panels - 3000/s.f. (Not in Budget) *18,000 -* \$ ~~34,000.00~~/Ex.
- 6) Performance Bond \$ 4,000.00/Ex.
- 7) Spares - 3 additional sealed units ea. size,
25 different sites approximately,
Total 72 extra units approximately \$ 6,000.00/Ex.
- 8) Specified 5875 curtain wall aluminum and steel
ground floor - Steel curtain wall around market
area, steel curtain wall mechanical tower.

Areas included in budget, but design much more
custom.
Mr. Banatti - Cost comparison not ready could be .. \$ 40,000.00/Ex.
- 9) Adapter frames interfaced with S/S panels originally
figured small aluminum angle.
Now - Heavy aluminum extrusion, cost comparison
not ready \$?
- Total Cost added less - #9 \$247,260.00
\$224,640

mated prices — or why no bids
were received on a third package.

"Our technical people are ana-
lyzing the proposals to explain the
poor showing and determine what
can or should be done," he said.

The \$11 project is already \$800,-
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two-year warranty period and for
errors in the design of the building.

Office of the Secretary of the Navy

Department of the Navy

NAVY DEPARTMENT

OFFICE OF THE SECRETARY OF THE NAVY

NAVY DEPARTMENT

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High bids for library-market blamed on form of contracts

THE CITY'S return to standard contract forms for the library-market complex may have caused contractors to overbid or shy away from the project, Mayor Jack MacDonald said yesterday.

But Mr. MacDonald said no one knows why bids for two contracts on the project last week came in more than \$400,000 over the estimated prices — or why no bids were received on a third package.

"Our technical people are analyzing the proposals to explain the poor showing, and determine what can or should be done," he said.

The \$11 project is already \$800,000 over budget because of previous high tenders.

Mr. MacDonald said a report is

expected within one or two weeks from city engineer Bill Phillips, project architect Anthony Butler and construction managers Pigott Structures Ltd.

Full report

Controller Bob Morrow also said he was dissatisfied with aspects of the tenders but declined to give details until a full report is made.

The mayor said wording of the contracts may have been a stumbling block for contractors but would not say for certain whether it's considered the major problem.

After a six-week war over wording, city council decided in March to return to standard contract forms after some builders declined

to bid on contracts containing terms they considered too stringent.

Bill Cooper, president of Cooper Construction, predicted at that time that even with the return to the old Hamilton documents confusion among trade contractors could result in higher bids on some sections of the project.

The Hamilton Construction Association also expressed disappointment over returning to the old forms.

But the association also showed relief over deletion of clauses that would hold contractors responsible for defects discovered after the two-year warranty period and for errors in the design of the building.

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
500 5TH AVENUE NEW YORK 17, N.Y.

High bids for library-market planned on form of contracts

The library board of trustees has announced that it will soon begin a program of renovation and expansion of the library building. The program will be carried out in three phases, each of which will require the construction of a new wing or the renovation of an existing wing. The board has decided to use a competitive bidding process to select the contractor for each phase. The bids will be submitted on a standard form of contract that has been prepared by the board. The board has also decided to use a design-build contract, which means that the contractor will be responsible for both the design and the construction of the project. The board has estimated that the total cost of the program will be approximately \$10 million. The first phase of the program, which will involve the renovation of the existing building, is expected to begin in the fall of 1998. The second phase, which will involve the construction of a new wing, is expected to begin in the fall of 1999. The third phase, which will involve the construction of another new wing, is expected to begin in the fall of 2000. The board has also decided to use a design-build contract for the third phase. The board has also decided to use a competitive bidding process to select the contractor for each phase. The bids will be submitted on a standard form of contract that has been prepared by the board. The board has also decided to use a design-build contract, which means that the contractor will be responsible for both the design and the construction of the project. The board has estimated that the total cost of the program will be approximately \$10 million. The first phase of the program, which will involve the renovation of the existing building, is expected to begin in the fall of 1998. The second phase, which will involve the construction of a new wing, is expected to begin in the fall of 1999. The third phase, which will involve the construction of another new wing, is expected to begin in the fall of 2000. The board has also decided to use a design-build contract for the third phase.

7 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No E-78-14 (LM): Bid Package No. 13
Built-Up Roofing and Sheet Metal Flashing

The budget for this bid package was established as \$83,000.00.
As you know, the lowest bid received when tenders closed on
16 August 1978, was for \$209,770.00.

In response to your request, we have carefully reviewed this
bid package with the Construction Manager and the low bidder,
Riddell Sheet Metal and Roofing Limited, to determine the reasons
for the difference between the budget figure and the low bid.
The following points are noted:

1. Plastic skydomes, which were originally included in the budget
for bid package no. 15, were transferred to this bid package
without a corresponding increase in the budgeted amount.
2. The area to be roofed has increased, due to a reduction in the
amount of roof area indicated on the design drawings to be
covered by skydomes. 37,000
3. The original budget estimate was based on a lower quality of
roofing system than is appropriate for a building of this type,
for example:
Original budget was based upon the use of styrofoam insulation;
specifications call for Fiberglas with taped joints.
The original budget made no allowance for roof walkways or
vapour barrier.
The original budget was based upon a single pour of gravel;
the specifications call for a double pour.
4. The specifications provide an allowance for flashing up to 60
vent pipes (the City will pay for flashing only those vent
pipes actually installed).

....2

William Butler Architect

amount budgeted for Bid Package No. 16,
must be added \$16,000.00 which was budgeted for Bid Package No. 15; the total
which has now been incorporated into Bid Package No. 15; the total
budget for Bid Package No. 15 is therefore \$474,000.00. The low
bid for Bid Package No. 13 exceeds the budget by the amount of
\$126,770.00 and the low bid for Bid Package No. 15 exceeds the
budget by the amount of \$324,213.00. We have reviewed the reasons
for the differences, and have presented proposals for credits, in
other letters of today's date. Investigation of possible further
savings is continuing.

....2

William Butler Architect

1. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

2. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

3. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

4. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

5. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

6. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

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9. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

10. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

11. The Commission has been organized for the purpose of investigating the activities of the various groups and individuals who are active in the field of labor relations, and to report to the Senate on the results of its investigations.

5. The rate of increase in material costs has doubled since the time at which the original budget was prepared in October last year (the rate of increase was 4-5% every six months, it is now 8-10% every six months).
6. The original budget was prepared on the basis of work under this bid package commencing in October 1978; work is now scheduled to begin in May 1979. Labour and material costs will therefore be appreciably higher.

7. The cost of a Performance Bond was not included in the original budget.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. P. Brook
Mr. V. Alboini

over 150% increase in material costs

*2 Estimates very out 150%
Begin Try to come that 150%
but it simply does not*

*✓ Proper maintenance
- 2 years on 200000
- 2 years on 200000*

Regular

amount budgeted for Bid Package No. 16, must be added \$16,000.00 which was budgeted for Bid Package No. 15; the total which has now been incorporated into Bid Package No. 15; the total budget for Bid Package No. 15 is therefore \$474,000.00. The low bid for Bid Package No. 13 exceeds the budget by the amount of \$126,770.00 and the low bid for Bid Package No. 15 exceeds the budget by the amount of \$324,213.00. We have reviewed the reasons for the differences, and have presented proposals for credits, in other letters of today's date. Investigation of possible further savings is continuing.

7 September 1978

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-14 (LM): Bid Package No. 13
Built-Up Roofing and Sheet Metal Flashing

We have carefully reviewed the contract documents for the bid package with the Construction Manager and the low bid Riddell Sheet Metal and Roofing Limited, to determine what adjustments can be made in the specified methods or materials, without reducing the quality of installation required for this project. The following items are proposed:

- | | |
|--|-------------|
| 1. Replace the specified 2 ply felt and asphalt vapour varrier on concrete decks with a 1 ply permstop vapour barrier | \$ 3,180.00 |
| 2. Change all flashings from specified materials to .040 utility aluminum, using 1 or 2 piece construction where practical | \$ 2,400.00 |
| 3. Delete roof to connection to Stair No. 1, 5th floor | 200.00 |
| 4. Delete roof to Corridor 420 | 200.00 |

The total credit for the above items is \$12,635.00.

In addition, we are investigating the possibility of a change in the construction method of skydomes, and a reduction in their number. A further credit to this contract will result from these changes.

Yours very truly,

Anthony Butler

Anthony Butler

c.c. P. Brook
V. Alboini

amount budgeted for Bid Package No. 16, must be added \$16,000.00 which was budgeted for Bid Package No. 16, which has now been incorporated into Bid Package No. 15; the total budget for Bid Package No. 15 is therefore \$474,000.00. The low bid for Bid Package No. 13 exceeds the budget by the amount of \$126,770.00 and the low bid for Bid Package No. 15 exceeds the budget by the amount of \$324,213.00. We have reviewed the reasons for the differences, and have presented proposals for credits, in other letters of today's date. Investigation of possible further savings is continuing.

1. The total credit for the above items is \$12,430.00.

2. The total credit for the above items is \$12,430.00.

3. The total credit for the above items is \$12,430.00.

4. The total credit for the above items is \$12,430.00.

5. The total credit for the above items is \$12,430.00.

6. The total credit for the above items is \$12,430.00.

7. The total credit for the above items is \$12,430.00.

8. The total credit for the above items is \$12,430.00.

9. The total credit for the above items is \$12,430.00.

10. The total credit for the above items is \$12,430.00.

11. The total credit for the above items is \$12,430.00.

PHILLIPS / BROOK CARRUTHERS SHAW
Architects for the Hamilton Central Library and Farmers' Market
150 Street North, Hamilton, L8R 3C8, telephone: (416) 211-XXXX

8 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Tenders were received at 11:00 a.m. 16 August 1978 for Bid Packages 13 and 15, Contracts E-78-14 (LM) and E-78-25 (LM) respectively. The bids received are listed as follows:

BID PACKAGE NO. 13 - BUILT-UP ROOFING AND SHEET METAL FLASHING

BIDDER	AMOUNT OF BID
Riddell Sheet Metal & Roofing Limited	\$ 209,770.00
Schreiber Brothers Limited	222,380.00
Dufferin Roofing Limited	223,350.00
Margven Roofing Limited	225,900.00
Julian Roofing (Ontario) Limited	322,000.00

BID PACKAGE NO. 15 - ALUMINUM ENTRANCES, ALUMINUM & STEEL WINDOWS, LOUVRES, SKYLIGHTS, SUNSCREENS, GLASS & GLAZING AND CAULKING

BIDDER	AMOUNT OF BID
Sentinel Aluminum Products Co. Limited	\$ 798,213.00
Canadian Pittsburg Industries	829,822.00
Clegg Glass Limited	855,843.00

Tenders had also been called for Bid Package No. 14, Insulated Metal Wall Panel Systems, however no bids were received.

The amount budgeted for Bid Package No. 13 was \$83,000.00. The amount budgeted for Bid Package No. 15 was \$458,000.00, to which must be added \$16,000.00 which was budgeted for Bid Package No. 16, which has now been incorporated into Bid Package No. 15; the total budget for Bid Package No. 15 is therefore \$474,000.00. The low bid for Bid Package No. 13 exceeds the budget by the amount of \$126,770.00 and the low bid for Bid Package No. 15 exceeds the budget by the amount of \$324,213.00. We have reviewed the reasons for the differences, and have presented proposals for credits, in other letters of today's date. Investigation of possible further savings is continuing.

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

REPORT OF THE
COMMISSIONERS OF THE
BOARD OF CHEMISTRY

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

Page 2
September 1978

In the meantime, we recommend that contracts for these bid packages should be awarded to the low bidder in each case, on the understanding that credits to each contract will be negotiated and the contract value will be subsequently reduced by change orders.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. P. Brook
Mr. V. Alboini

8 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-25 (LM): Bid Package No. 15
Aluminum Entrances, Windows, Skylights, etc.

The budget for this bid package, including bid package no. 16 which is now incorporated with it, was established as \$474,000.00. As you know, the lowest bid received when tenders closed on 16 August 1978, was for \$798,213.00.

In response to your request, we have carefully reviewed this bid package with the Construction Manager and the low bidder, Sentinel Aluminum Products Co. Limited, to determine the reasons for the difference between the budget figure and the low bid. The following items were either included in budgets for other bid packages or were not specifically identified in the original budget:

1. Louvres were not specifically identified as having been included in the original budget but are an essential component of the building.
2. The cost of sunscreens was omitted from the budget prepared for the Construction Manager by Sentinel, who were providing budgeting assistance at that time.
3. At the time of preparation of the original budget, the detailed requirements for all entrance doors were not available.
4. Two connecting corridors (no. 420, and a connection to stair no. 1 at 5th floor) were not indicated in the original design.
5. The specifications required provision of spare double glazed window units.

...2

Anthony Butler Architect
100 King Street West, Hamilton, Ontario

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

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6. After considerable discussion, the City Building Department decided that steel frames were required to the windows on the east elevation of the Market and the south elevation of the mechanical tower.
7. The low bidder has included \$10,000.00 in their tender, in relation to the liquidated damages clause of the General Conditions.
8. Material costs have increased at a greater rate than originally expected.
9. The original budget was prepared on the basis of work under this bid package commencing in Oct. 1978; work is now scheduled to begin in the spring of 1979. Labour and material costs will therefore be appreciably higher.
10. The cost of a Performance Bond was not included in the original budget.

We have found no major changes from the original design which would contribute to an increase in the cost for this bid package. Although there have been changes in the form of the skylights, the total area has been considerably reduced from that shown on the original design.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. P. Brook
Mr. V. Alboini

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

It is noted that the above mentioned items are not included in the list of items which are to be included in the report.

The list of items which are to be included in the report is as follows:

1. The list of items which are to be included in the report is as follows:

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11. The list of items which are to be included in the report is as follows:

8 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-25 (LM): Bid Package No. 15
Aluminum Entrances, Windows, Skylights, etc.

We have carefully reviewed the contract documents for this bid package with the Construction Manager and the low bidder, Sentinel Aluminum Products Co. Limited, to determine what adjustments can be made in the specified methods or materials, without reducing the quality of installation required for this project.

The attached letter from Sentinel, dated 7 September 1978, indicates reduction in the base price for the work from their original quotation of \$798,213.00 to \$758,247.00, or a total credit of \$39,966.00. The letter describes the changes which are incorporated in this credit, which in our opinion would not adversely affect the quality of the work.

CREDITS

In addition, further reductions can be achieved as follows:

- | | |
|---|-------------|
| 1. Change skylight glazing from double to single glazing. | \$ 7,692.00 |
| 2. Delete penalty clause. | \$10,000.00 |
| 3. Delete spare sealed glazing units. | \$ 6,000.00 |
| 4. Delete aluminum sills at concrete walls. | \$11,948.00 |
| 5. Delete enclosure to corridor no. 420. | \$ 3,570.00 |
| 6. Delete corridor enclosure at stair no. 1, 5th floor. | \$ 1,322.00 |
| 7. Delete baked enamel finish to steel window frames. | \$ 5,640.00 |

We recommend the acceptance of all the above items except no. 2, for a total credit of \$36,172.00. When this is added to the reduction in the base bid noted above, a total credit of \$76,138.00 can be achieved.

Yours very truly,

Anthony Butler
Anthony Butler
AB/al

cc Mr. P. Brook
Mr. V. Alboini

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

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Hamilton
aluminum products co. limited

50 railside rd. don mills - ontario - canada - M3A 1A8
telephone (416) 444-5201

September 7, 1978.

Brook, Carruthers, Shaw Architects,
100 Adelaide Street, West,
Toronto, Ontario.
15H 1W7

Attention: Mr. Phil Brook.

Dear Sir:

RECEIVED											
SEP 7 1978											
16	15	14	13	12	11	10	9	8	7	6	5
FILE											

Re: Hamilton Library & Farmers Market.

We are pleased to submit our revised base bid quotation for the above project of \$758,247.00.

In order to achieve cost savings, we have taken into account the following items.

Simplified spandrel and perimeter connection details.
Revise aluminum panels to "Alucobond" sheet.
Sunscreen framing revised to mill finish and anchor system modified.
Delete Aluminum reveal trim at sill and jambs.
Delete aluminum drip sill as per detail 19/4-1 and as added by addenda to detail 10/4-1.
Delayed schedule allows for installation during more productive weather conditions.

The amount included in the revised quotation for sunscreens is \$75,334.00

We also submit the following additional cost savings for your consideration.

1. Revise all skylights to single glazing with $\frac{1}{4}$ " Georgian polished wired glass-----Credit--\$7,692.00.
2. Delete penalty clause-----Dredit--10,000.00.

Continued.....2.....

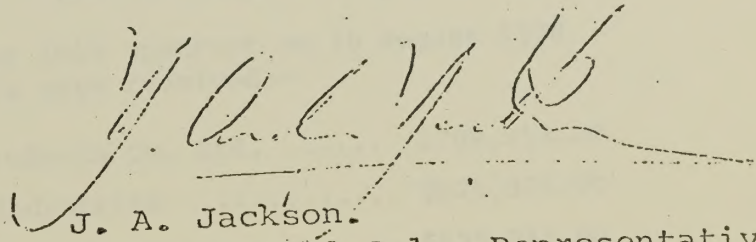
but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

Delete spare sealed units-----Credit--\$ 6,000.00
Delete baked enamel finish to steel frames-----Credit--\$ 5,640.00
Delete remaining aluminum sills ref. detail 9/4-1---Credit--\$11,948.00
Delete framing at corridor 420-----Credit--\$ 3,570.00
Delete framing at corridor to stair #1 -5th level---Credit--\$ 1,322.00

Trusting you find the above information in order, we remain.

Yours very truly,



J. A. Jackson.
Architectural Sales Representative.

AJ:go
c/
Mr. Vince Alboini,
Pigott Structures Co. Ltd.,
P.O. Box 309,
Hamilton, Ontario.

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

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THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

RECEIVED

11 September 1978.

SEP 11 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library and Farmers' Market
Contract E-78-25(LM) - Bid Package No. 15

Members of the Board:

Tenders were received for this contract on 16 August 1978
and the following tenders were received:-

Sentinel Aluminum Products Co. Ltd.	\$798,213.00
Canadian Pittsburg Industries	\$829,822.00
Clegg Glass Limited	\$855,843.00

I submit, herewith, a copy of a letter, dated 8 September
1978 from Mr. A. Butler and a copy of a letter, dated
17 August 1978, from Pigott Structures Ltd. to Mr. A. Butler.
These letters outline their analysis of the bids and reasons
for the higher cost in the tenders received.

For the information of your Board, the original approved
budget included a sum of \$458,000.00 for this bid package.

Referring to Mr. Butler's letter, I would make the following
comments:-

- (1) Louvres were not in original budget. This amounts to ✓
a cost of \$20,000.00.
- (2) The cost of sunscreens is \$80,000.00. This item was
included in the original concept plans but the cost ✗
was not included in the approved budget.

Cont'd.....

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because
of the high cost of these bid packages (No. 13 & 15), I would suggest
to your Board that we move slowly on this project until all the in-
formation is available for consideration. I fully appreciate that
this project must continue expeditiously and that there is a sixty (60)
day limit on the acceptance of these tenders. However, I feel that
it is imperative that all the information must be available before
any further contracts are awarded.

The Commission on the Status of Women

Office of the Secretary
City Hall, Room 1001
New York, N.Y.

Enclosed for the Secretary
are two copies of the report
of the Commission on the Status of Women.

Very truly yours,
The Secretary

LEGAL DEPARTMENT
THE COMMISSION ON THE STATUS OF WOMEN

The Commission on the Status of Women
Office of the Secretary

Enclosed for the Secretary
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Very truly yours,
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of the Commission on the Status of Women.

Mr. Chairman and Members,
Board of Control
Cont'd.....

- ✓ (3) The entrance doors have been revised since the project commenced. This item amounts to \$36,000.00. The Architect has not been able to identify the allowance carried in the approved budget.
- ✓ (4) This item was not in the approved budget. This amounts to \$4,900.00.
- ✓ (5) No allowance in the approved budget for space double glazed window units. The cost is \$6,000.00.
- ✓ (6) The Architect states that the Building Department has ruled that steel frames are required in the curtain wall on the east elevation of the Market and on the south elevation of the mechanical tower. In addition, the Construction Manager advises that the curtain wall was specified as the "5875 Series" whereas an allowance in the budget was for "3875 Series".

These changes have not been accurately priced but would be approximately \$40,000.00.

- (7) Low bidder has included \$10,000.00 in their tender for the liquidated damages clause. This appears to be a somewhat high cost.
- (8) No amount has been suggested for the increased cost of materials.
- (9) No amount has been suggested for the increased labour cost.
- ✓ (10) The cost of the Performance Bond is \$4,000.00.

The above items represent a total of \$200,900.00 where the costs have been identified.

In addition, Pigott Structures Ltd. have identified the following items that were not included in Mr. Butler's report:-

- | | |
|--|---------------|
| 1) Additional cost of skylights | \$20,640.00 X |
| 2) Additional cost due to a change from glass to aluminum panels | \$18,000.00 ✓ |
| Total | \$38,640.00 |

Cont'd.....

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

1. The first part of the report is devoted to a general description of the project and its objectives. It is followed by a detailed account of the methods used in the study, including the selection of subjects, the design of the experiment, and the procedures for data collection and analysis.

2. The second part of the report presents the results of the study. This section is organized into several sub-sections, each dealing with a different aspect of the data. The first sub-section discusses the overall findings, while the subsequent sub-sections provide a more detailed analysis of specific aspects of the results.

3. The third part of the report is devoted to a discussion of the implications of the findings. This section includes a comparison of the results with those of previous studies, a discussion of the limitations of the study, and suggestions for future research.

4. The final part of the report is a conclusion, which summarizes the main findings of the study and provides a final assessment of the project's contribution to the field.

and the results of the study. The first part of the report is devoted to a general description of the project and its objectives. It is followed by a detailed account of the methods used in the study, including the selection of subjects, the design of the experiment, and the procedures for data collection and analysis.

Mr. Chairman and Members,
Board of Control
Cont'd.....

Therefore, the total of all items not covered in the approved budget is \$239,540.00.

As stated above the allowance for this bid package in the approved budget was \$458,000.00. However, due to the transfer of the skydomes from this bid package to Bid Package No. 13, an amount of \$32,000.00 should be deducted from the \$458,000.00, leaving a balance of \$426,000.00 for this work. In addition, Bid Package No. 16 (Estimated at \$16,000.00) has been included in this bid package. Therefore for comparison purposes, the estimated cost for the work in this bid package should be \$442,000.00.

In a further letter, dated 8 September 1978, Mr. Butler advises that the low bidder is prepared to reduce his bid by \$39,966.00 if the changes outlined in his letter, dated 7 September 1978 are accepted. In addition, Mr. Butler outlines seven (7) additional items that could be considered for credits in the amount of \$37,172.00. However, the item in the amount of \$10,000.00 deleting the liquidated damages clause is unacceptable. Therefore, Mr. Butler recommends that an additional \$36,172.00 could be deleted from this contract. This would make a total reduction of \$76,138.00.

Therefore, in summary, the following pertains to this tender:-

Original tender	\$798,213.00
Credits	<u>76,138.00</u>
Revised tender	\$722,075.00
Amount in budget	<u>442,000.00</u>
Amount over budget	\$280,075.00

As noted above, the Architect and the Construction Manager have identified increased cost in the amount of \$239,540.00. This leaves an amount of \$40,535.00 unexplained other than increased cost of labour and materials due to delays. In my opinion, the delays that have been experienced in this project could account for this increase.

Regarding the suggested deletions, I would like to make the following comments:-

Cont;d.....

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

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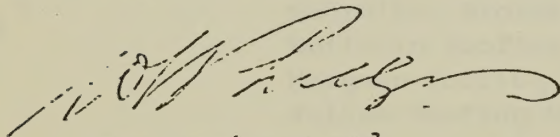
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- (1) To change the skylights from double to single glazing for a credit of \$7,692.00 may adversely affect the heating and cooling of the building over many years. It is questionable as to whether this deletion should be made.
- (2) The deletion of items 5 and 6 may affect other bid packages. The changes to any other bid packages have not been identified at this time.

These changes that have been made by the Architect to this bid package were not pointed out to the City at any time before the tender was called nor were we advised that some items were not included in the approved budget. In Mr. Butler's letter he states that the area of skylights has been reduced but this is not reflected in the tender as the Construction Manager has pointed out that the cost of skylight has seriously increased.

I return, herewith, the original tenders received.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:js
Attach.

c.c.:--Controller I. Stout
c.c.:--Anthony Butler, Architect
c.c.:--Mr. V. Alboini, Pigott Structures Ltd.

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.



THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

11 September 1978

RECEIVED

SEP 11 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library and Farmers' Market -
Contract E-78-14(LM) - Bid Package No. 13

Members of the Board:

On 16 August 1978, the following bids were received for this contract:-

Riddell Sheet Metal & Roofing Ltd.....	\$209,770.00
Schreiber Brothers Ltd.....	222,380.00
Dufferin Roofing Ltd.....	223,350.00
Margven Roofing Ltd.....	225,900.00
Julian Roofing Ontario Ltd.....	322,000.00

The lowest tender was \$209,770.00 whereas the budget estimate was \$83,000.00. This leaves this tender some \$126,770.00 above the estimate.

For the information of your Board, I submit, herewith, a copy of a letter, dated 17 August 1978, from Pigott Structures Ltd. to Mr. A. Butler in which they indicate reasons why this tender is so high. I also attach, herewith, a letter, dated 7 September 1978, from Mr. Butler outlining his review of the lowest tender received. Substantially these two reports are in general agreement with each other.

Referring to Mr. Butler's letter, dated 7 September, 1978, I wish to make the following comments:-

- (1) The Plastic skydomes were originally included in Bid Package No. 15. The original estimate of cost was \$32,000.00. The price in the lowest tender for this item was \$66,000.00.
- (2) The roof area increased because of the reduction in the area of the skydomes. It is interesting that the reduction of the area of skydomes is not

Continued....

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

(2) Continued.....

reflected in the Item (1) above. The increased cost of the roof area is \$34,000.00

(3) The change in the roofing specifications and roof runway amounts to \$26,000.00.

(4) Roof Flashing and vent pipe flashing amounts to \$13,000.00

The above items indicate a total extra cost over the allowance in the budget of \$139,000.00 whereas the tender was only \$126,770.00 over the estimate.

The above noted changes from the original budget to the tender documents were never pointed out to the City at the time tenders were called or at any time except through the investigation of these tenders.

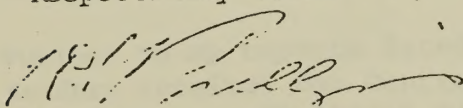
In a further letter, dated 7 September 1978, from Mr. Butler, he outlines four (4) suggested changes which would amount to a credit of \$12,635.00. He also states that he is investigating the possibility of a change in the skydomes.

If the above-mentioned credit of \$12,635.00 is accepted this would reduce the lowest tender to \$197,135.00.

The above-mentioned changes were never pointed out to the City prior to the tender call nor were we advised that some of these items were not included in the approved budget.

I return, herewith, the original tenders received.

Respectfully submitted,


City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb

Encl.

c. c. Controller I. Stout
c. c. Mr. Anthony Butler, Architect
c. c. Mr. V. Alboini, Pigott Structures Ltd.

but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

W.L. PHILLIPS
M.E.I.C., P. ENG.
CITY ENGINEER
AND
COORDINATOR
100 D. JACKSON SQUARE



REFER TO FILE NO. 7825-0001

ATTENTION OF

W.L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

RECEIVED

SEP 11 1978

11 September 1978.

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library & Farmers Market

Members of the Board:

*Should be
there*

Further to my reports dated 11 September 1978, regarding the tenders received for Contract E-78-14(LM) Bid Package No. 13 and Contract E-78-25(LM) Bid Package No. 15, I submit herewith, a letter dated 8 September 1978 from Mr. A. Butler in which he recommends two contracts be awarded to the lowest bidders in the full amount and that credits be negotiated and change orders issued.

Also, submitted herewith, is a statement that outlines the status of this project at this time. This statement shows that to date, including Bid Packages No. 13 and 14, as tendered and allowing for the suggested credits, the tenders total \$ 8,574,954.05 whereas the allowance in the approved budget was \$ 7,591,000.00. Therefore, on this basis this project is \$ 983,954.05 over budget.

City Council has authorized an additional \$ 750,000.00 based on previous tenders received. Therefore, an additional \$ 233,954.05 (say \$234,000.00) would be required, on the assumption that all the remaining bid packages will be within the approved budget. Of course, at this point in time we have no assurance that this will be the situation. In fact, based on tenders received to date, it would appear that future tenders will be higher than budget. I have requested a report from the Architect on all the remaining bid packages but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

- page 2 -

Mr. Chairman and Members,
Board of Control.
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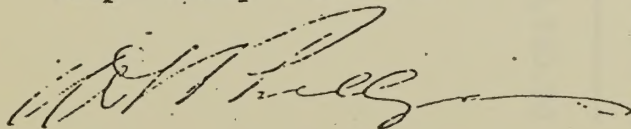
RECOMMENDATION

I recommend that your Board not consider the awarding of contracts for Bid Packages No.13 and 15, for one week and that the Architect be directed to prepare a report outlining the following:-

- (1) The alternate exterior wall system to be used on this building and a detailed estimated cost.
- (2) A report on the various items that are presently under review and an estimate of the cost of any savings relative to these items.
- (3) A complete review of all of the remaining bid packages. This report to include in detail any changes that have been made to these packages and any changes in the cost of these packages (both increases and decreases).

In addition, I would recommend that this report should be available for review by the staff on 14 September 1978 and considered by your Board on Monday, 18 September 1978. Based on this schedule the awarding of these contracts could be considered by City Council at its meeting to be held on the 26th September 1978.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:ph
Attach.

c.c. Controller I. Stout,

c.c. Anthony Butler, Architect.

c.c. Mr. V. Alboini, Pigott Structures Ltd.

Table 1

CENTRAL LIBRARY AND FARMERS' MARKET

<u>Bid Package</u>	<u>Approved Estimate</u>	<u>Tender</u>	<u>Change Orders</u>	<u>Proposed Credits</u>	<u>Revised Price</u>	<u>Over (+) & Under (-)</u>
No. 1 - Excavation	210,000.00	141,201.00	(2,224.87)	--	138,976.13	71,023.87 (-)
No. 2 - Footings	238,000.00	238,542.00	3,805.92	--	242,347.92	4,347.92 (+)
No. 3 - Substructure	600,000.00	610,900.00	--	--	610,900.00	10,900.00 (+)
No. 4 - Conduit System	10,000.00	7,498.00	--	--	7,498.00	2,502.00 (-)
No. 5 - Mechanical	2,292,000.00	2,535,000.00	--	43,460.00	2,491,540.00	199,540.00 (+)
No. 6 - Electrical	1,150,000.00	1,345,667.00	--	59,000.00	1,286,667.00	136,667.00 (+)
No. 7 - Elevators	434,000.00	450,315.00	--	27,500.00	422,815.00	11,185.00 (-)
No. 9 - Superstructure	2,092,000.00	2,455,000.00	--	--	2,455,000.00	355,000.00 (+)
No. 11 - Structural Steel	8,000.00					
No. 13 - Roofing	115,000.00	209,770.00	--	12,635.00	197,135.00	82,135.00 (+)
No. 15 - Aluminum Windows	426,000.00	798,213.00	--	76,138.00	722,075.00	280,075.00 (+)
No. 16 - Doors	16,000.00					
Sub-Total	7,591,000.00	8,792,106.00	1,581.05	218,733.00	8,574,954.05	983,954.05 (+)
No. 8, 10, 12, 14 and 17-40, inclusive	\$2,069,008.00					
Management Fee	378,620.00					
Site Work	200,000.00					
Testing	12,000.00					
Security	54,000.00					
Miscellaneous	185,370.00					
TOTAL	\$10,489,998.00 (Say \$10,490,000.00)					

TABLE 2

Approved Estimate -	\$10,490,000.00	
Additional Cost Approved by City Council	\$ 750,000.00	
TOTAL -	\$11,240,000.00	11,240,000.00

Tenders to date -	\$ 8,574,954.05	
Future tenders & costs	\$ 2,899,000.00	
TOTAL	\$11,473,954.05	11,473,954.05
Difference -		(233,954.05)

CONTROLLER
PAT O. VALERIANO

BOARD OF CONTROL
HAMILTON, ONTARIO

September 13th, 1978

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Victor Catchick
Project Manager
Pigott Structures Co. Ltd.
36 James Street South
Hamilton, Ontario

Dear Mr. Catchick:

Re: Library and Farmers' Market

I would like a written report within 10 days or as soon as possible on two questions I have regarding the Library estimates.

1. Reasons why the estimates are way out of line.
2. What was the City Engineer's function in preparing the estimates.

Your response to my questions will greatly assist me in arriving at a decision regarding the future and carriage of this project.

Yours truly,

Pat Valeriano

Pat O. Valeriano
Controller
City of Hamilton

POV:ls

cc WPP
PRP
VA
VK

September 14, 1978

PERSONAL AND CONFIDENTIAL

Mr. W. L. Phillips,
Co-ordinator,
Lloyd D. Jackson Square.

RECEIVED
OCT 25 1978
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Bill:

At the recent private meeting of the Board of Control when discussions were held concerning the overrun in the Library and Farmers' Market Project, the Board of Control directed me to write to you asking that you give your opinion and comments concerning the possibility of replacing the Architect on this project.

I believe you have some concern because of the fact that we are so far down the line. However, the Board of Control is extremely concerned about the fact that the Architect has not kept the Board of Control informed on the true situation respecting the overrun, and as a result, has requested your comments in order that they may be discussed privately with the Board.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc

PIGOTT ANSWERS TO CITY LETTER OF SEPTEMBER 12, 1978

ITEMS 1 AND 2: POLICE BUILDING ROOF

Cost of Roof built in 1976 ----- \$ 82,932.00
 Area of Roof ----- 46,500 S.F.
 Unit Cost of Roof ----- \$ 1.78/S.F.

ITEMS 3 AND 4: LIBRARY ROOF

Cost of Roof ----- \$209,770.00
 Less A) 51 Skydomes ----- (66,000.00)
 B) Roof Runway SLABS (10,000.00)
 \$133,770.00 ----- \$133,770.00

Area of Roof ----- 45,500 S.F.
 Unit Cost of Roof ----- \$ 2.94/S.F.

NB: DISCUSSION RE: POLICE BUILDING AND LIBRARY ROOFS

<u>Item</u>	<u>Police Building</u>	<u>Library</u>
Number of Separate Roofs	5	15
Roofing Quoted	March 76	July 78
Roofing Completed	Fall 76	July 79
Labour Escalation	0%	12%
4-Ply Material Escalation	0%	50%
Asphalt Material Escalation	0%	100%

ITEM 5: DETAILS OF CHANGES TO AREA OF ROOF

- a) Re: drawings used for budget: Plaza Level west of stair No. 1: partly canopy, partly over concourse. Floor was totally covered by skydomes - Area of 3,500/s.f.

vs.

Tender drawing 2.8 - shows 18/No. Skydomes
7'-6" x 7'-6" x 18 = 1,000/s.f.

Difference Added Roof Area #1 ----- 2,500/s.f.

- b) Ditto as item 5a - 3rd floor canopy over entrance from Jackson Square: Roof South/West corner completely covered by Skydomes - 1,588/s.f.

vs.

Tender drawing 2.8 - shows 5/No. Skydomes
7'-6" x 7'-6" x 5 = 281/s.f.

Difference Added Roof Area #2 ----- 1,307/s.f.

- c) Ditto as item 5a - 5th Floor Roof over Stair No. 9 - total area covered by Skydomes - Area of 1,224/s.f.

vs.

Tender drawing 2.8 shows 5/No. Skydomes
7'-6" x 7'-6" x 5 = 281/s.f.

Difference Added Roof Area #3 ----- 943/s.f.

- d) Canopy York Boulevard

Re: drawings used for budget; Canopy stopped west side of Stair #1

vs.

Tender drawing 2.8 shows Canopy extended east to Grid Line 11/A -

Added Roof Area #4 ----- 1,074/s.f.

..... Cont'd Page 3

ITEM 6: REASONS FOR CHANGES TO ROOF SPECIFICATIONS FROM
BUDGET TIME TO TENDER TIME

It should be noted that there were no specifications issued at Budget Time. *

Due to tight budget being imposed, Roofing was based on standard requirements as follows:-

2" Roofmate was used in Budget price

2" Fibreglass is now specified and is the better of the two but more costly
\$7.00/C.S.F.

Added Cost ----- \$ 3,255.00

Further added items not included in Budget:-

2/ply felt vapour barrier

Taping all joints

Double pour (single pour only included)

Larger Flashings

Added Cost ----- \$12,745.00

ITEM 7 AND 8: AREAS OF SKYDOMES AND SKYLIGHTS INCLUDED IN
BUDGET

A) No Skydomes were included in the Budget.

B) Instead, the Budget included 49 small skylights with a total area of 2,173 s.f. @ \$14.95/s.f. for a total allowance of \$32,500.00.

C) Budget included 3 large Skylights with a total area of 1,843 s.f. @ \$20.20/s.f. for a total allowance of \$37,240.00.

..... Cont'd Page 4

ITEMS 7 AND 8: (CONT'D)

Details of Item B) Above

1) Concourse over Stair No. 5	- 6/No. 6'-8" x 6'-8" =	266 s.f.
Concourse over Market	- 3/No. 6'-8" x 6'-8" =	133 s.f.
2) Canopy over Concourse	- 18/No. 6'-8" x 6'-8" =	798 s.f.
3) Over Plaza Roof	- 6/No. 6'-8" x 6'-8" =	266 s.f.
4) Over 3rd Floor Roof	- 10/No. 6'-8" x 6'-8" =	444 s.f.
5) Over 4th Floor Roof	- <u>6/No. 6'-8" x 6'-8" =</u>	<u>266 s.f.</u>
Total Number	----- 49/No.	

Budget Total Area Small Skylights ----- 2,173 s.f.

Unit Price @ \$14.95/s.f. = \$32,500.00

Details of Item C) Above

1) West End of Concourse	- 1/No. 7'-0" x 20'-0" =	140 s.f.
2) Market Skylight over Mezzanine	- 1/No. 10'-0" x 63'-0" =	630 s.f.
3) Market Skylight over N/E Entrance	- 1/No. 18'-6" x 58'-0" =	<u>1,073 s.f.</u>

Budget Area Large Skylights ----- 1,843 s.f.

Unit Price @ \$20.20/s.f. = \$37,240.00

..... Cont'd Page 5

ITEMS 9 AND 10: AREAS OF SKYDOMES & SKYLIGHTS INCLUDED IN
TENDER

A) Tenders called for and included 51 Skydomes with a total area of 2,870 s.f. @ \$23.00/s.f. for a total price of \$66,000.00.

relates to 32,500 - 2173

B) Tenders called for and included 3 large Skylights with a total area of 2,427 s.f. @ \$24.72/s.f. for a total price of \$60,000.00.

relates to 37,200 - 1543

Detail of Item A) Above

- 1) Roof Over Stair No. 5
above Concourse Floor - 16/No. 7'-6" x 7'-6" = 900 s.f.
- 2) Canopy over Concourse - 18/No. 7'-6" x 7'-6" = 1,012 s.f.
- 3) Plaza Floor - 7/No. 7'-6" x 7'-6" = 394 s.f.
- 4) 3rd Floor - 5/No. 7'-6" x 7'-6" = 282 s.f.
- 5) 4th Floor - 5/No. 7'-6" x 7'-6" = 282 s.f.
- Tender Skydomes Area ----- 2,870 s.f.

@ \$23.00/s.f. for a total price of \$66,000.00.

Detail of Item B) Above

- 1) West End of Concourse - 1/No. 21'-0" x 17'-0" = 357 s.f.
- 2) Market Skylight over
N/E Entrance - 1/No. 29'-0" x 25'-0"
+ $\frac{1}{2}$ (25'-0" x 25'-0") = 1,350 s.f.
- 3) Market Skylight over
Mezzanine - 1/No. 60'-0" x 12'-0" = 720 s.f.
- Tender Skylights Area ----- 2,427 s.f.

@ \$24.72/s.f. for a total price of \$60,000.00.

ITEM 11: ANY CHANGES THAT CAN BE MADE TO THE PROJECT TO REDUCE COST

By Architect.

ITEM 12: ESTIMATED COST ASSOCIATED WITH ITEMS 1 TO 11

All included in explanation of Items above.

15 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

RECEIVED

OCT 25 1978
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Mr. Phillips:

At our meeting with the Board of Control on Wednesday 13 September 1978, we were asked by Mayor MacDonald to state what actions were taken by us to reduce the probable cost of the Hamilton Central Library and Farmers' Market. Two time frames were mentioned:

- a) From 10 November 1976, when a budget prepared by F. W. Woodcock and Associates was received, and 12 October 1977, when the first budget prepared by Pigott Structures was received.
- b) After 12 October 1977.

After the original budget was received from Woodcock in November 1976, an extensive review of the information upon which their estimate was based was carried out. Many adjustments were analyzed; the following are examples of major changes made:

Revise concrete waffle slab structural system (7 different systems were analyzed, and the least costly selected).

Omit concrete toppings.

Simplify space frame roof over Market.

Omit drywall and insulation from interior of fire exit stairs.

Replace bronze glass with clear glazing.

Change type of carpet.

Simplify ceiling pipe grid system.

Reduce number of acoustical baffles.

Eliminate second floor charging desk.

Reduce dock levellers from 8 to 2.

...2

Page 10 of 10

1. The first part of the report...

2. The second part of the report...

3. The third part of the report...

4. The fourth part of the report...

5. The fifth part of the report...

6. The sixth part of the report...

7. The seventh part of the report...

8. The eighth part of the report...

9. The ninth part of the report...

10. The tenth part of the report...

11. The eleventh part of the report...

12. The twelfth part of the report...

13. The thirteenth part of the report...

14. The fourteenth part of the report...

Page 10 of 10

-2-
After the first budget was prepared by the Construction Manager in October 1977, a further review was carried out. The following are examples of major changes:

Re-locate and extend stairs to foundation level, to provide better lateral stability for structure, and reduce structural cost.

Delete water storage reservoir under Market floor.

Change roof structure over Market from space frame to concrete.

Delete stainless steel wall finish to elevator shafts.

Change stainless steel exterior doors to aluminum or wood.

Change wall finishes generally to paint.

Reduce area of quarry tile floor finish.

The most recent major change is the selection of a new exterior metal wall system; while the new system is not equal in all respects to that specified originally, it will provide the performance required for this building.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. V. Catchick, Pigott
Mr. P. Brook

At the first meeting of the Commission on the
October 1977, a number of points were raised and the following
agreed to be the basis of the work.

The Commission will continue to monitor the progress of the
work and will report to the Council on a regular basis.
The Commission will also continue to work closely with the
Council on all matters relating to the work.

The Commission will continue to work closely with the
Council on all matters relating to the work.
The Commission will also continue to work closely with the
Council on all matters relating to the work.

Handwritten signature
[Illegible text]

cc: Mr. & Mrs. [Illegible]
[Illegible text]

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P.O. BOX 309
HAMILTON, CANADA L8N 3G7

September 15, 1978

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. J. R. Jones, Secretary,
Board of Control,
The Corporation City of Hamilton,
P.O. Box 2040,
Hamilton, Ontario
L8N 3T4

Dear Sir:

Re: #515 - Hamilton Central Library
& Farmers' Market

Your letter of September 14, 1978 has been referred to us for reply. Referring to your letter and point raised our response is as follows:

- (a) The names of all individuals or corporations who have done any estimating on this project.

Answer - For ease reference our reply is in the same sequence as B.P. Schedule and as set out below:-

B.P. #1 - Excavation

Companies - Pigott Structures Company Limited - AWARDED
- Adbo Contracting Co. Ltd. CONTRACT

" - Shoring Banks

Company - Birmingham Construction Ltd.

B.P. #2 - Wall & Column Footings

Companies - Pigott Structures Company Ltd.
" - Avenue Structures
" - Structural Formwork Ltd.
" - Gilbert Steel Limited

SALTFLEET - LOW BIDDER

B.P. #3 - Substructure

Companies - Pigott Structures Company Ltd.
" - Avenue Structures
" - Structural Formwork Ltd.
" - Gilbert Steel Limited

SALTFLEET - LOW BIDDER

... Cont'd Page 2 ...

B.P. #4 - Electrical Empty Conduit
Company - Comstock International Ltd. -

B.P. #5 - Mechanical *
Company - Comstock International Ltd. - 3rd HIGHEST BIDDER
(GOOD RAMS - LOW BIDDER)

B.P. #6 - Electrical *
Company - Comstock International Ltd. - LOW BIDDER

B.P. #7 - Elevators & Escalators
Company - Otis Elevator Company Ltd. - LOWEST ACCEPTABLE
BIDDER

B.P. #8 - Conveyor - Basement to Concourse
Book Hoist

Company - Mathews Conveyor Company Ltd.

B.P. #9 - Superstructure *
Companies - Pigott Structures Company Ltd. - LOW BIDDER
" - Avenue Structures
" - Structural Formwork Ltd.
" - Gilbert Steel Limited

B.P. #10 - Miscellaneous Embedments, Angles, Inserts, Etc.
Company - Central Steel Fabricators Ltd.

B.P. #11 - Structural Steel

Company - Central Steel Fabricators Ltd.

B.P. #12 - Window Washing Equipment

Company - Swing Stage Limited

B.P. #13 - Built-up Roofing to Sheet Metal *

Company - Riddell Sheet Metal & Roofing Ltd. - LOW BIDDER

B.P. #14 - Stainless Steel Exterior Wall Panels

Company - Robertson Building Systems Ltd. - NO BID

B.P. #15 - Aluminum Windows & Skylights *

Company - Sentinel Aluminum Products Co. Ltd. - LOW BIDDER

... Cont'd Page 3 ...

September 15, 1978

B.P. #16 - Not Required

B.P. #17 - Rough Carpentry

Company - Pigott Structures Company Ltd.

B.P. #18 - Masonry & Glass Blocks

Companies - Pigott Structures Company Ltd.
" Abe Dick Masonry Ltd.

B.P. #19 - H/M Doors & Frames

Company - S. W. Fleming & Company Ltd.

B.P. #20 - Finish Hardware

Company - D. M. Hardware Limited

B.P. #21 - Miscellaneous Metals

Company - Central Steel Fabricators Ltd.

B.P. #22 - Tunnel Construction Paving Repairs, etc.

Company - Dufferin Construction Company

B.P. #23 - Metal Glazed Partitions

Companies - Flexicon - Westeel-Rosco Ltd.
Canadian Metal Windows

B.P. #24 - Interior Glazing - Mirrors

Company - Sentinel Aluminum Products Co. Ltd.

B.P. #25 - Overhead Doors

Company - Wakeford Enterprises Ltd.

B.P. #26 - Drywall, Acoustical & Grid Baffles

Company - P. J. Daly Plastering Ltd.

B.P. #27 - Coffered Ceilings

Company - P. J. Daly Plastering Ltd.

B.P. #28 - Ceramic & Quarry Tile & Non Slip Pavers

Company - Wentworth Tile & Terrazzo Ltd.

... Cont'd Page 4 ...

er 15, 1978

#29 - Painting, Vinyl Fabric & Sandblasting

Company - Algoma Painting & Decorating

B.P. #30 - Manufactured Specialties - Supply

Foot Grilles - Company - Construction Specialties
Shutter Doors- " - Peele Co. Ltd.

Washroom Accessories - Company - D. M. Ackland

B.P. #31 - Manufactured Specialties - Intall

Company - Pigott Structures Company Ltd.

B.P. #32 - Prefinished Millwork - Supply

Company - National Millwork Co. Ltd.

B.P. #33 - National Millwork - Install

Company - National Millwork

B.P. #34 - Carpeting

Company - Alexanian Contracting Ltd.

B.P. #35 - Vinyl Tile & Rubber Base

Company - Wentworth Tile & Terrazzo Ltd.

B.P. #36 - Manufactured Specialties Supply & Install

Flagpoles - John Weing Co. Ltd.

Toilet Partitions - S. W. Fleming

Exterior Signs - Estimated

Folding Partitions - Acklands Ltd.

Ch. & Tk. Boards - Architectural School Products

B.P. #37 - Misc. Work on Grade, Curbs, Planting, etc.

Company - Pigott Structures Company Ltd.

B.P. #38 - Miscellaneous Caulking

Company - Cob Maintenance

B.P. #39 - Landscaping

Company - Aldershot Landscape Contractors

.... Cont'd Page 5

ember 15, 1978

#40 - Final Cleaning

Company - Pigott Structures Company Ltd.

(b) The procedure followed in selecting these estimators -

Answer: The leading sub-contractors for every sub-trade was selected based on our experience of several years.

(c) I would like delivered to the Board of Control, all original documents given to Riddell & Sentinel when they were asked to make the original estimates plus a summary of verbal instructions -

Answer: 1) Roofing & Sheet Metal

No brief outline specification was issued during budget preparation.

Company requested for budget price is:
"Riddell Sheet Metal & Roofing Ltd."
Copy of their tender of October 6, 1977 is enclosed - price submitted based on their experience.

2) Aluminum Windows & Entrances

Brief outline specifications two (2) pages dated September 21, 1977 was received, copy enclosed.

Copy of letter requesting budget price of September 22, 1977 from Sentinel is enclosed.
Copy of Sentinel budget price letter dated October 12, 1977 is also enclosed.

This concludes our reply reference your above letter.

Yours very truly,

PIGOTT STRUCTURES COMPANY LIMITED

V. Alboini,
Project Manager

VA:dm

cc: A. Butler, Architect,
Attention: Mr. A. Butler, M.R.A.I.C.
Mr. W. L. Phillips, P. Eng.,
City Engineer
Mr. V. C. Catchick

1. The first of the three conditions is that the
the second condition is that the
the third condition is that the

2. The second of the three conditions is that the
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the sixth condition is that the

6. The sixth of the three conditions is that the
the seventh condition is that the



Riddell Sheet Metal & Roofing Limited
HAMILTON, ONTARIO, L8E 2W3
389 KENDRA AVENUE

CONTRACTORS AND MANUFACTURERS

October 6, 1977

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Bigott Construction Co. Ltd.
Box 309
Hamilton, Ontario
N8N 3G7

ATTENTION: MR. V. ALBOINI

Gentlemen:

RE: HAMILTON CENTRAL LIBRARY
BUDGET PRICES FOR ROOFING

Promenade Areas - 10,600 sq. ft.

Proposed Application

1. Prime concrete deck.
2. Install 4 ply tarred felt, & pitch roofing.
3. Install 2" Roofmate insulation.
4. Necessary metal flashings.

Budget Price - \$20,000.00 1978 (OCT)

Roof Areas - 37,900 sq. ft.

1. Prime concrete deck.
2. Install 4 ply tarred felt & pitch roofing.
3. Install 2" Roof mate insulation.
4. Cover insulation with crushed stone (1500 lbs. per 100 sq. ft.)
5. Necessary prepainted metal flashings.

Budget price - \$80,000.00 1978 (OCT) 45000.00

We trust this will be satisfactory.

Yours truly,

RIDDELL SHEET METAL & ROOFING LIMITED

Per
J. Eric Martin, C.I.M. Estimator

ROOFING
ASBESTOS ROOFS
ASPHALT ROOFS, GRAVEL ROOFS
SLATE ROOFS, TILE ROOFS
CORRUGATED IRON
BATLIGHTS, VENTILATORS, FLASHINGS
ASBESTOS SHINGLES
ASPHALT SHINGLES

FIRE DOORS
STANDARD UNDERWRITERS
LABELLED
KALAMEIN DOORS
STEEL PLATE DOORS

SHEET METAL WORK
DUST COLLECTING & VENTILATING
SYSTEMS, STACED, STAIR TREADS
TOILET PARTITIONS, CUSTOM
SHEARING & PRESS FORMING
SPECIAL OVENS & METAL WORKING
IN ALL TYPES OF MATERIAL

KITCHEN & HOSPITAL
EQUIPMENT
STEEL, MONEL METAL
STAINLESS STEEL
TABLES, LOCKERS, SINKS

ALL CONTRACTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER CAUSES BEYOND OUR CONTROL



RECEIVED
JAN 25 1917

THE DEPARTMENT OF THE ARMY
WASHINGTON, D. C.

NO. 10,000

THE SECRETARY OF THE ARMY

WASHINGTON, D. C.

WASHINGTON, D. C.

1. The Department of the Army
2. The Department of the Navy
3. The Department of the Interior
4. The Department of the War
5. The Department of the Air Force

WASHINGTON, D. C.

1. The Department of the Army
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3. The Department of the Interior
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5. The Department of the Air Force

WASHINGTON, D. C.

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WASHINGTON, D. C.

Jan
Jack Mills - Tony Butler's office
Norm Grey-Noble - Brook-Carruthers-Shaw
Subject Hamilton Central Library

Date September 21, 1977

Partial Materials Specification

1. Exterior Walls

1. Metal Panel Assembly

- 3" Robertson variable module honey comb panel - No. 4 stainless steel finish (contact: Ralph Serneels)
- 2" airspace (for mounting tolerance and slab insulation space)
- 3 5/8" steel studs
- 3 1/2" R-14 Red top fibreglass insulation vapour barrier
- 1/2" gypsum wallboard

2. Bearing Concrete Walls

- 10" poured conc. - sandblast ext. face only
- 3 5/8" steel studs
- 3 1/2" R-14 Redtop fibreglass insulation

2. Entrance Doors

1. Library Entry Vestibule (main entrance)

- 6 (3 + 3) 3'-0" X 7'-0" stainless steel (mirror finish No. 10) pivot hinges - alum. frames glazed (12/44)

2. Library Entrance off concourse

- 2 sets dbl. doors 3'-0" X 7'-0" each stainless steel (No. 10 finish)
- pivot hinges - hold open hardware
- alum. frames - glazed

3. Market Entrance (off Merrick St.)

- 2 sets dbl. doors 3'-0" X 7'-0" each enameled steel - pivot hinges. panic hardware - alum. frames
- fully glazed

4. Market Entrance (off concourse level)

- 4 sets dbl doors 3'-0" X 7'-0" enameled steel - pivot hinges
- fully glazed

5. Exit Doors Stairs 1, 2, 3, & 4

- Dbl doors 3'-0" X 7'-0" painted steel. hollow metal frame

6. Entrance Door to Conference/Centre Hall

- Dbl door 3'-0" X 7'-0" ea. stainless steel. No. 10 finish
- full glazed

1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the study and the objectives of the research.

2. The second part of the report is a detailed description of the methodology used in the study. It includes information about the sample size, the data collection methods, and the statistical analysis techniques used.

3. The third part of the report is a discussion of the results of the study. It presents the findings of the research and discusses their implications for the field of study.

ck Mills

Kora Grey-Noble

Hamilton Central Library

Page 2 continued...

Date September 21, 1977

3. Windows

1. Sentinel 3875 series thick alum. frames. 1 3/4" X 5"
Double glazed - clear glass
contact Werner Cloake - Sentinel

Note: This is purely preliminary

4. -----

1900

1901

15 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

I refer to your letter of 12 September 1978, in which you list a series of questions asked by the members of Board of Control at our meeting on Monday 11 September 1978. The first twelve questions are answered in the attached summary prepared by the Construction Manager. Also attached is a summary of changes in scope of work, in answer to question 14.

We have also reviewed your four reports to the Board, referred to in question 13, and we believe that the answers have been provided in our previous submissions.

I trust that this is the information you require.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. V. Catchick, Pigott
Mr. P. Brook

Summary of changes in scope of work included in bid packages not yet tendered.

Bid Package No. 8 - Conveyor (Basement to Concourse):
No change.

Bid Package No. 10 - Miscellaneous Embedments:
The contents of this bid package have been transferred to bid package 21, miscellaneous metals.

Bid Package No. 12 - Window Washing Equipment:
No change.

Bid Package No. 14 - Stainless Steel Exterior Wall Panels:
To be re-tendered, based on a changed system. The total area is reduced by deletion of spandrel panels; spandrels are proposed to be concrete, provided by bid package 9, by Notice of Change. The unit cost of the proposed system is lower than the original budget.

Bid Package No. 17 - Rough Carpentry, Supply and install:
Total scope now fully identified and increased.

Bid Package No. 18 - Masonry and Glass Blocks:
Washroom partitions transferred from bid package 26, drywall. Partitions added in Market area for offices and storage. Masonry wall added for acoustical separation between Library and mechanical tower, at each floor, replacing drywall partition. Enclosure of an electrical room and janitor's closet added at each floor.

Bid Package No. 19 - Hollow Metal Doors and Frames - Supply only:
Total scope now fully identified: number of doors and frames increased.

Bid Package No. 20 - Finishing Hardware - Supply only:
Total scope now fully identified: number of doors increased.

Bid Package No. 21 - (a) Miscellaneous Metals:
Miscellaneous Embedments transferred from bid package 10, exit stairs are now steel and transferred from bid package no. 9, superstructure. Overhead support framing for toilet stalls, folding walls and awnings added. Miscellaneous bearing and support plates for escalators added. Framing for entrances to elevators 1 and 2 added. Supports for window washing equipment added.

Foot grilles transferred to bid package 30.

..... 2

(b) Ceiling Grid:

Part of ceiling grid system transferred to bid package 32, millwork reducing scope in this bid package.

Bid Package No. 22 - Tunnel Construction etc:

Total scope now fully identified: complexity of tunnel increased; mechanical and electrical added by Notice of Change. One dock leveller added. Insulation and waterproofing to slab over reservoir deleted.

Bid Package No. 23 - Metal Glazed Partitions (Industrial Sash):

Most of this bid package transferred to bid package 32, millwork.

Bid Package No. 24 - Interior Glazing and Mirrors:

No change in scope.

Bid Package No. 25 - Overhead Doors:

No change in scope.

Bid Package No. 26 - Drywall, Plastering, Acoustical Baffles:

Total scope now fully identified: drywall partitions added as follows:

Concourse Level: children's area: 2 offices added

Third Level: Government documents and special collections areas, partition added to isolate halon-protected area.

Fifth Level: Reprographic area; one staff office

Sixth Level: Technical Services: future computer room, telephone room and 2 offices.

Washroom partitions transferred to bid package 18, masonry.

Increase in drywall bulkheads and furring. Quantity of acoustical baffles reduced.

Bid Package No. 27 - Coffered Ceilings:

Total area reduced.

Bid Package No. 28 - Ceramic Tile, Quarry Tile and Non-Slip Pavers:

Non-slip pavers deleted. Amount of ceramic tile reduced.

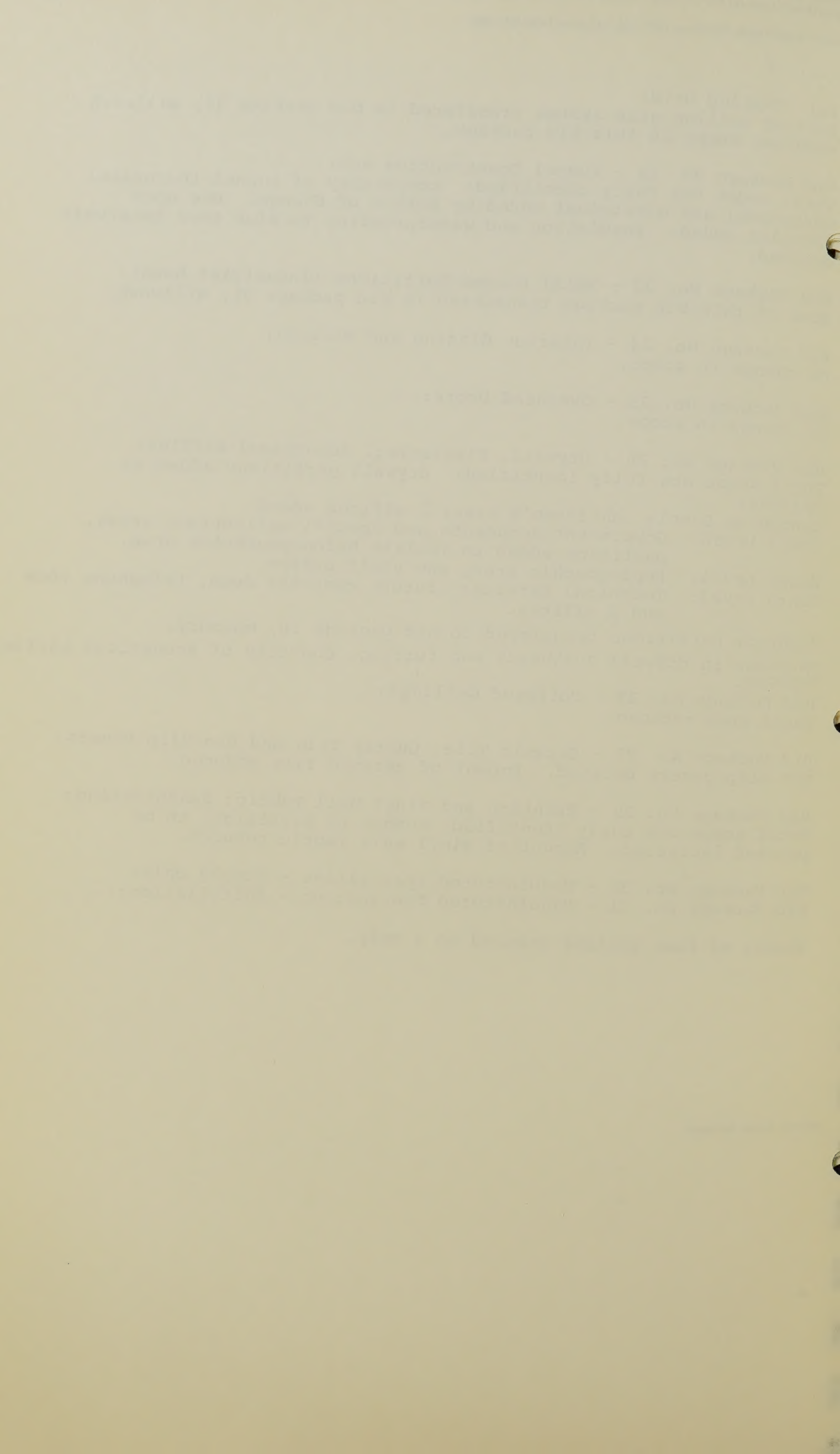
Bid Package No. 29 - Painting and Vinyl Wall Fabric; Sandblasting:

Total scope now fully identified: number of partitions to be painted increased. Amount of vinyl wall fabric reduced.

Bid Package No. 30 - Manufactured Specialties - Supply only:

Bid Package No. 31 - Manufactured Specialties - Installation:

Number of foot grilles reduced to 1 only.



..... 3

Bid Package No. 32 - Prefinished Millwork - Supply Only of Cabinet Work, Wood Doors, Wood Ceiling, Wood Deck Balconies and Wood Handrailings:

Total scope of cabinet work now identified and increased.
Number of wood doors increased. Wood partitions transferred from part of bid package 23. Part of ceiling grid transferred from bid package 21, miscellaneous metals.

Bid Package No. 33 - Installation - H.M. Doors and Frames, Wood Doors and Access Doors, Finishing Hardware, Prefinished Millwork, Cabinet Work, Wood Ceiling, Wood Deck Balconies and Handrailings:

Total scope now fully identified and increased (refer to bid packages 19, 20 and 32).

Bid Package No. 34 - Carpeting:
No change in scope.

Bid Package No. 35 - Vinyl Tile and Rubber Base:

Total scope now fully identified and increased, replacing more costly ceramic tile.

Bid Package No. 36 - Manufactured Specialties - Supply & Install: Toilet compartments changed to ceiling hung. Three rolling shutters added. Five security screens added. Telephone shelves deleted.

Bid Package No. 37 - Miscellaneous Excavation & Concrete:

Total scope now fully identified: Light weight concrete fill for roof areas added.

Bid Package No. 38 - Miscellaneous Caulking:

Contents of this bid package re-assigned to several other bid packages.

Bid Package No. 39 - Landscaping:

No change in scope

Bid Package No. 40 - Final Cleaning:

No change in scope.

15 September 1978

Anthony Butler Architect
11 Dundurn Street North, Hamilton

K. A. ROUFF
CITY SOLICITOR



THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY SOLICITOR

YOUR FILE NO. SEP 28 1978
REPLY ATTENTION: K.A. Rouff
OUR FILE NO. 120-1.340
120-1.341
130-2.28

CITY HALL
HAMILTON, ONTARIO
L8N 3T4

September 28, 1978

RECEIVED
OCT 25 1978

Chairman and Members,
Board of Control.

Members of the Board:

Re: Library - Farmers' Market Project

LEGAL DEPARTMENT,
THE CORPORATION OF
THE CITY OF HAMILTON

Having regard to the comment made by Mayor MacDonald, at the last Council meeting, that the staff would be preparing reports on the Library - Farmers' Market Project, and recent suggestions made of contemplated changes, I wish to bring to your attention my concern about the City's legal position in relation to the course of action with respect to these contemplated changes, as reported in the news media.

It is my opinion that continued payments to the Architect and/or Project Manager, as well as changes in the plans and specifications, could be construed, at a later date, as a condonation and abandonment of the City's rights against the Architect and/or Project Manager should it be demonstrated that the cost over-run was the fault of the Architect and/or Project Manager. Accordingly, if payments are to continue and changes made in the plans and specifications, they should occur on the understanding that they are being made without prejudice to the City's rights against the parties -- the Architect and/or Project Manager.

I trust you will find this of assistance and if I can be of further help please let me know.

Yours truly,

K. A. Rouff,
City Solicitor.

KAR: 150
c.c. Controller P. G. Valeriano

2/18
Solicitor
would appreciate
the appropriate
wording for the
letter to go to
the Construction Manager
and the Architect.

October 10, 1976

Pigott Structures Company Limited,
36 James Street South,
Hamilton, Ontario.

ATTENTION: Mr. V. Catchick

Dear Mr. Catchick:

Re: Library - Farmers' Market Project

The Board of Control has instructed me to inform you that the City is hereby reserving all its rights to claim for reimbursement and damages from all parties having responsibility for the costs incurred in the construction of this project over and above the amount for which it was budgeted and approved by City Council.

Please further be advised that the above reservations with respect to the City's rights are to remain in effect notwithstanding such steps as the City may take to mitigate damages brought about by the cost overrun in the construction of this project. Please be guided accordingly.

Yours very truly,

R. M. Collier,
Assistant Secretary,
Board of Control.

RMC:bc

c.c. Mr. W. L. Phillips, City Engineer
Mr. K. A. Rouff, City Solicitor.

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

March 10, 1902

Private Secretary
The Hon. Sir John Lubbock
10, Whitehall, London, W.C.

Private Secretary, London Limited,
25, Abchurch Lane, London, E.C. 4.

Dear Sir,

I have the pleasure to inform you that the

Board of Directors of the London and North Western Railway Company

has decided to purchase the shares of the London and North Western Railway Company which are held by the London and North Western Railway Company. The purchase price is £100,000,000. The purchase price is to be paid in cash. The purchase price is to be paid in cash. The purchase price is to be paid in cash.

The purchase price is to be paid in cash. The purchase price is to be paid in cash. The purchase price is to be paid in cash. The purchase price is to be paid in cash. The purchase price is to be paid in cash.

Yours very truly,

J. H. Lubbock
Private Secretary
The Hon. Sir John Lubbock

WYB

W. H. Lubbock, Esq.,
The Hon. Sir John Lubbock

October 10, 1978

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Anthony Butler,
Architect,
11 Dundurn Street North,
Hamilton, Ontario.

Dear Mr. Butler:

Re: Library - Farmers' Market Project

The Board of Control has instructed me to inform you that the City is hereby reserving all its rights to claim for reimbursement and damages from all parties having responsibility for the costs incurred in the construction of this project over and above the amount for which it was budgeted and approved by City Council.

Please further be advised that the above reservations with respect to the City's rights are to remain in effect notwithstanding such steps as the City may take to mitigate damages brought about by the cost overrun in the construction of this project. Please be guided accordingly.

Yours very truly,

R. H. Collier,
Assistant Secretary,
Board of Control.

RMC:bc

c.c. Mr. W. L. Phillips, City Engineer
Mr. K. A. Rouff, City Solicitor.

October 10, 1901

My dear Mr. Brewster,
I have just received your letter of the 9th inst. and am glad to hear from you. I am well and hope this finds you the same.

Very truly,
J. A. Allen

Enclosed find \$10.00

Mr. J. A. Allen, 100 N. 1st St., St. Paul, Minn.

The above is enclosed for Mr. Brewster as per your letter of the 9th inst. I have also enclosed for you a check for \$10.00 which I have just received from Mr. Brewster. I am sure you will find it of some service.

I am sure you will find it of some service. I am sure you will find it of some service. I am sure you will find it of some service. I am sure you will find it of some service.

Yours very truly,

J. A. Allen
100 N. 1st St., St. Paul, Minn.

cc: Mr. Brewster

cc: Mr. Brewster, 100 N. 1st St., St. Paul, Minn.

Analysis of Payments to Anthony Butler,
Brooks-Carruthers-Shaw, Architects
in regard to Construction of
Hamilton Public Library and Farmers' Market
as at October 13, 1978

	<u>Authorized Cost</u>	<u>Payment Date</u>	<u>Cheque Number</u>	<u>Cheque Amount</u>
I. To provide design services, plans and specifications and estimated cost for Hamilton Public Library and Farmers' Market - Passed by Council July 29, 1975	802,348.00	Aug. 12/76	136945	85,129.17
		Nov. 5/76	134840	54,044.25
		May 30/77	172353	31,124.31
		Sept. 22/77	173418	42,631.87
		Sept. 22/77	173412	42,587.18
		Sept. 29/77	173474	42,555.00
		Oct. 7/77	171065	2,379.32
		Dec. 22/77	171859	42,620.41
		Dec. 22/77	171859	42,554.00
		Feb. 16/78	170733	48,280.80
		Mar. 10/78	169037	35,964.64
		Apr. 6/78	169307	35,939.16
		May 30/78	169859	35,939.14
		June 30/78	168192	9,013.79
		July 23/78	168362	8,984.78
				<u>559,747.82</u>
II. To provide detailed design and working drawings - construction management for Hamilton Public Library and Farmers' Market - Passed by Council May 31, 1977	104,000.00	Jan. 18/78	170314	30,039.00
		Jan. 18/78	170314	6,008.00
		June 20/78	168192	5,529.44
		July 10/78	168343	3,198.18
				<u>44,774.62</u>
Subtotal	<u>906,348.00</u>			<u>604,522.44</u>
III. To carry out computer aided building energy system analysis on Hamilton Public Library and Farmers' Market - Passed by Board of Control May 31, 1977	9,900.00	June 16/78	160049	9,900.00
	<u>916,248.00</u>			<u>614,422.44</u>

October 13, 1978

GK/ae

City of Hamilton
Treasury

Analysis of Payments to Pigott Structures
Construction Management Contract

as at October 13, 1978

	<u>Authorized Cost</u>	<u>Payment Date</u>	<u>Cheque Number</u>	<u>Cheque Amount</u>
Construction Management services	379,992.00	Jan. 11/78	170195	13,919.60
		Feb. 17/78	170761	28,064.12
		May 15/78	169695	15,812.41
- Passed by Council August 30, 1977		May 15/78	169695	13,915.47
- Passed by Council January 10, 1978		June 26/78	168125	3,426.70
		July 27/78	168417	12,862.20
		Sept. 19/78	168873	14,048.80
		Sept. 19/78	168873	14,048.80
	<u>379,992.00</u>			<u>116,098.10</u>

October 13, 1978

GK:sm

13 October 1978

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
71 Main Street West
Hamilton, Ontario

Dear Mr. Phillips:

Further to our letter of 18 September 1978, in which we listed proposed deletions for consideration by the City, we have been obtaining confirmations of proposed credits for the various items. At the present time, some information has not yet been received, however we are able to confirm that the probable total savings which can be achieved will be not less than the amounts named in our previous letter. In some cases, some of the information related to confirming credits depends upon bid packages which have not yet been tendered, therefore final confirmation of these credits will be confirmed after tenders have been received.

The following credits have been fully confirmed:

Delete sunscreens	\$75,334
Delete spiral stair from fifth to sixth floors	\$10,000
Sprinkler system adjustments	\$76,857

As soon as more information has been received, we will inform you.

Yours very truly,

Anthony Butler

Anthony Butler

AB/dbh

c.c. P. Brook
V. Alboini

SUMMARY OF CHANGES IN SCOPE OF WORK TO BID PACKAGES ALREADY TENDERED

Bid Package No. 1 - Bulk excavation and Shoring:

Extent of excavation reduced by provision for temporary truck ramp.

Bid Package No. 2 - Wall and Column Footings:

Location of existing sewer required deeper excavation at east side of building. Size of foundations increased to support future bridge at south east corner. Foundation for construction crane added. Foundation for reservoir and footings at temporary truck ramp deleted.

Bid Package No. 3 - Substructure:

Foundation walls on east side of building extended because of existing sewer location. Framing provided for library escalator. Reservoir walls deleted.

Bid Package No. 4 - Electrical Empty Conduit:

No change.

Bid Package No. 5 - Mechanical:

Design of central plant changed to a heat pump system instead of a water storage reservoir. Single large chiller/heat pump changed to one chiller and one heat pump, providing partial standby capability. Environment control unit and halon fire extinguishing system added to special collections area. Sprinklers added to windows facing east and south because of fire exposure protection requirements. Sprinkler design increased to ordinary hazard category, requiring more sprinkler heads and larger water quantities. Two large smoke exhaust fans added to atrium area. Induction air supply loop relocated to top floor from third floor. Market air handling unit relocated from market ceiling space to plaza mechanical room. Relocation of existing sewer deleted from contract. Number of hot water boilers reduced from two to one. Pumps related to reservoir deleted.

Bid Package No. 6 - Electrical:

Fourth power supply cable from Hydro to Central Utilities Plant added to contract. Provision of electrical energy from Central Utilities Plant included in contract, and two power feeders from CUP to Library provided. Audio and control systems added in activity area. Electrical services related to reservoir deleted. Ducts for Bell Telephone cables from Central Utilities Plant to Library deleted.

..... 2

..... 2

Bid Package No. 7 - Elevators and Escalators:

Escalator in Library added.

Bid Package No. 9 - Superstructure:

Framing of mechanical tower and roof penthouses changed to concrete. Roof over market changed from steel space frame to concrete. Fresh air intakes for market carbon monoxide exhaust system added. Area of roof slabs increased due to reduction in openings for skydomes and extension of canopy along north side of building. Framing for library escalator added. Structural steel transferred from Bid Package 11. Fire escape stairs changed from concrete to steel and transferred to Bid Package 21, Miscellaneous Metals. Sand blasting transferred to Bid Package 29, Painting.

Bid Package No. 11 - Structural Steel:

Contents of this Bid Package transferred to Bid Package 9 Superstructure.

Bid Package No. 13 - Built-Up Roofing and Sheet Metal Flashing:

Area of roof increased due to reduction in size of skydomes, and by extension of roof to form canopy along north side of building. Skydomes transferred from Bid Package 15, Aluminum Windows etc.

Bid Package No. 15 - Aluminum Windows, Entrances, Skylights, Louvres and Sunscreens, Glass and Glazing:

Framing for market north windows changed to steel for structural reasons. Framing to market east windows and mechanical tower south windows changed to steel because of fire exposure to adjacent buildings. Areas of skylights increased at fresh air intakes to the market. Entrance doors transferred from Bid Package 16, Stainless Steel Entrances. Framing to aluminum entrances changed to heavy duty units. Air intake and exhaust louvres added. Insulated panels at mechanical rooms added. Skydomes transferred to Bid Package 13, Roofing.

Bid Package No. 16 - Stainless Steel Entrances:

Contents of this bid package transferred to Bid Package 15, Aluminum Windows etc.

13 October 1978

October 16, 1978.

Mr. Anthony Butler,
Architect,
11 Dundurn Street North,
Hamilton, Ontario.

Attention: Mr. A. Butler

Dear Mr. Butler:-

Re: Library - Farmers' Market Project

This morning you appeared before the Board of Control requesting that funds be released towards your fees.

The Board of Control decided it will release such funds to you as well as to the Project Manager on the distinct understanding that such payments of fees are being made without prejudice to whatever rights the City has against the Architect and/or the Project Manager for the cost incurred over and above the estimated amount approved by City Council, as well as damages, in the construction of this project.

Yours truly,

F. M. Collier,
Assistant Secretary,
Board of Control.

RMC/gk

c.c. Mr. W. H. McFarland, City Treasurer
Mr. W. L. Phillips, City Engineer
Mr. K. A. Rouff, City Solicitor

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

October 16, 1978.

Pigott Structures Company Limited,
36 James Street South,
Hamilton, Ontario.

Attention: Mr. V. Catchick

Dear Mr. Catchick:

Re: Library - Farmers' Market Project

This morning Mr. A. Butler appeared before the Board of Control requesting that funds be released towards his fees.

The Board of Control decided it will release such funds to him as well as to the Project Manager on the distinct understanding that such payments of fees are being made without prejudice to whatever rights the City has against the Architect and/or the Project Manager for the cost incurred over and above the estimated amount approved by City Council, as well as damages, in the construction of this project.

Yours truly,

R. M. Collier,
Assistant Secretary,
Board of Control.

RMC/gk

c.c. Mr. W. H. McFarland, City Treasurer
Mr. W. L. Phillips, City Engineer
Mr. K. A. Rouff, City Solicitor

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Received 2/23/79 for \$24,000.00. OCT 16/78
for the



CITY COUNCIL
HAMILTON CANADA
L8N 3T4

October 26th, 1978

6

Mayor and Members,
Board of Control

At the last two regular meetings of Council, I brought up the question of the cost overrun concerning the construction of the Library and Farmers' Market. At those times I was assured by the Mayor that the report I requested from the Architect, the Project Manager, and the Co-ordinator as to why those costs were over the budget, would soon be available. In fact, the first time I brought up the matter, the Mayor told Council that a special meeting of Council would be called within a week. No meeting to date has been called, but the Mayor at the last Council meeting, did read out a schedule of activities relating to this matter and if I remember it correctly, he said that a meeting to deal with this matter of cost overrun will be held in late November.

This was in response to my expressed concern about changes reported in the news media about which Council has no knowledge. The Mayor again gave me the assurance that before any decision was arrived at, Council would be given an opportunity to be heard. He and other members of the Board suggested that members of Council submit questions in advance of that meeting of the Board of Control.

I am raising a few questions in this letter without limiting my right to raise them or any other questions at a later date:

1. What are the reasons for the cost overrun?
2. Why did the project management system obviously fail to keep the construction costs within the budgeted amount?
3. When the Board of Control recommended the system of project management to Council in June of 1977, how far had the Architect progressed with the preparation of plans and specifications, in regard to the following:
 - (a) The Architect was appointed in July of 1975 to provide design services, plans and specifications and estimates of costs of the Library and Farmers' Market at an estimated fee of \$803,000.00 to be based on the Ontario Architects' Schedule of Fees.

Cont...../2

- (b) Council on August 8th, 1975 authorized the Architect to proceed with preliminary design work for which he was to be paid \$5,000.00 per month and which was to be applied against this total fee for the project.

170, 9 / (According to the figures I received from the City Treasurer, Mr. Butler's firm had drawn \$180,297.73 in fees by May 30th, 1977).

4. Did the Board of Control receive any report from Mr. Butler, the Architect or from Mr. Phillips, the City Engineer and Co-ordinator of the project when Mr. Wall, an architect associated with Mr. Butler resigned his association in the project June 1st, 1977?

Did the Board of Control at that time review the progress of the plans and specifications?

5. What reports did the Board of Control have from the Architect and Co-ordinator (City Engineer) on the progress of the plans and specifications before it recommended the project management system to Council in July of 1977 -- having regard to questions (a) and (b) of no. 3 above and also having regard to the fact that in 1975 the City Engineer, as Co-ordinator, was given the responsibility to administer the design and construction of the Library and Farmers' Market?

As I expressed my concern in Council about the City's legal rights involved in the construction of this project, I want to be assured that the Board of Control and Council will not do anything to jeopardize those rights, so I am putting forward a few more questions for you to answer:

6. What are the details of the changes that are being considered by the Board of Control?
7. Has the Library Board been consulted about these changes?
8. What would these changes cost?
9. Who will pay for these changes?
10. Would the material and workmanship be of the highest quality?
11. Would the City's rights be free from jeopardy and are we protected to claim against those people who are responsible for the cost overrun with or without changes?

Cont...../3

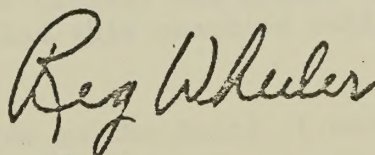
October 26th, 1978

From what I can learn through the news media -- the Board of Control is recommending the removal of an elevator, some kitchens, a whole floor, etc. from the original design and concept approved and budgeted for by Council. The reports in the media also indicate that when these changes are made, the costs will remain the same. If this is true, then it would appear that the changes the Board is considering could mean that in the end the City will be paying more and receiving less than that for which it originally bargained.

Copies of this letter are being sent to Mr. Phillips, the City Engineer and Co-ordinator of the project and to Mr. Rouff, the City Solicitor. I am sending a copy to Mr. Simpson, the City Clerk so he can make copies and forward them on to members of Council.

I hope that answers to these questions will be forwarded in time so that I can study them and not have to do it all at the last minute. I have taken the time to put some of my concerns on paper well in advance of your scheduled meeting and I trust the same courtesy will be extended to other members of Council and myself.

Sincerely,



Reg Wheeler
Alderman, Ward 5

RW:sd

c.c.'s to: Mr. W. Phillips, City Engineer
Mr. K. Rouff, City Solicitor
Mr. E. Simpson, City Clerk



CITY COUNCIL
HAMILTON CANADA

November 10th, 1978

Mayor and Members,
Board of Control

Dear Sir:

In my last letter dated October 26th, 1978, among the questions I asked was whether the Board had received reports from Mr. Butler the Architect or from Mr. Phillips the Co-Ordinator, at the time Mr. Wall disassociated his connection with Mr. Butler about June, 1977.

I also wanted to know at the time when Pigott Structures were appointed Project Manager, whether the Board had received any report either from Mr. Butler or Mr. Phillips on the progress of the plans and specifications for the Library and Farmer's Market. This was about July, 1977. You will find this question outlined on page 2 of my October 26th letter.

If any such reports were made to the Board, I would ask that you please forward copies of them to me.

Yours truly,

Reg Wheeler
Alderman, Ward 5

RW:ls

cc's to: Mr. Ed Simpson, City Clerk
Members of City Council
Mr. W. L. Phillips, City Engineer
Mr. K. A. Rouff, City Solicitor

Spec Nov 11, 1978

THE SPECTATOR

NOVEMBER 11/78

Library-market project Architect blamed for cost overrun

By DOUGLAS FOLEY
Spectator Staff

ARCHITECT Anthony Butler is responsible for the cost overrun on Hamilton's library-market project, Controller Pat Valeriano said yesterday.

Mr. Valeriano said he decided to release the name because Mr. Butler had already been named as being responsible for increased costs two months ago in relation to a bid package for the roof of the library.

He said it seemed to be public knowledge that Mr. Butler was responsible.

At a candidate's meeting Thursday night, Mr. Valeriano said he knew who was at fault for the project running over budget by about \$1 million, but refused to disclose the name.

Mr. Butler had earlier admitted to board of control that changes were made to the building's design without the board's knowledge. This resulted in higher costs than originally estimated.

Mr. Butler also said some changes had been made by estimators for Piggott Structures Ltd. without his knowledge.

Mr. Butler was out of town yesterday and unavailable for comment.

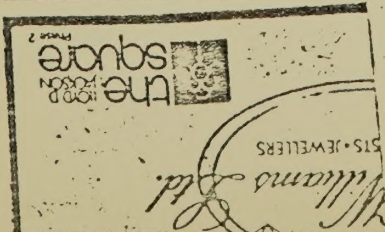
Mr. Valeriano said he learned last week that about 10 more bid packages had been changed.

Mayor Jack MacDonald said he knew several changes had been made to bid packages but he did not know if they were the same ones Mr. Valeriano was talking about.

Mr. Valeriano restated yesterday he did not want to make the overrun an elec-

city in which the board wasn't made aware early enough of changes in a number of designs.

However, the mayor commended Mr. Valeriano for coming to the defence of the board.



*City of Hamilton
Construction
Dept.*

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P.O. BOX 309
HAMILTON, CANADA L8N 3G7

21

November 14, 1978

Board of Control
City Hall
P.O. Box 2040
HAMILTON, Ontario
L8N 3T4

Attention: Mr. R.M. Collier
Assistant Secretary

Re: CONSTRUCTION MANAGEMENT CONTRACT
Hamilton Central Library and Farmers' Market

Dear Mr. Collier:

Thank you for your letters of October 10, 1978 and
October 16, 1978 wherein you advise that

- Board of Control is reserving all its rights to claim for reimbursement and damages from all parties having responsibility for costs incurred in the construction of this project over and above the amount for which it was budgeted and approved by City Council and that we should be guided accordingly.
- Board of Control decided it will release funds to the 'Project Manager' on the distinct understanding that such payments of fees are being made without prejudice to whatever rights the City has against the Architect and/or Project Manager for the cost incurred over and above the estimated amount approved by City Council, as well as damages, in the construction of this project.

..... Cont'd Page 2

Please see contract with Piggott

November 14, 1978

For the past few months now both your Architect and we, your Construction Manager, have attended some of your Board of Control Meetings at your request. We have also received the above referenced two letters from you. We have listened to your points of view. Based on the facts as we know them, we are surprised by your present statements.

We are your Construction Managers, we are not your Project Managers as you often choose to call us. As your Construction Managers, we have complete control over the construction of the Project. We do not have any control over any other aspect of the Project.

Your Architect (and their Consultants) have complete control over the design, extent and scope of work of the Project. Had the City engaged a Project Manager, that Project Manager would have had complete control over your Architect and your Construction Manager - this overall control is presently being handled by the City.

As you are aware, it was the City which set and approved the Budget Figure for the Project (our estimates and views suggested that a higher figure be set for this purpose). When sequentially called Bid Package Tenders were received in excess of approved Budget amounts, we as your Construction Managers, together with your Architects and their Consultants, met and reviewed the Drawings/Specifications/Scope of Work of the different affected Packages, jointly looked into cost cutting solutions and explained the reasons of any excesses between the Tender and Budget amounts.

All of the foregoing information was presented to the City for its consideration and desired action BEFORE any Bid Package Contracts were entered into. Following such consideration, the City then took action on its own behalf, and delayed action on entering into Contracts for certain Bid Packages but did enter into Contracts on other Bid Packages. We are unable to see how we, your Construction Managers, could be held responsible under such circumstances where over-Budget Contracts were

..... Cont'd Page 3

* Please see contract with Bigott.

BOARD OF CONTROL, CITY HALL
Attention: Mr. R.M. Collier

Page 3

November 14, 1978

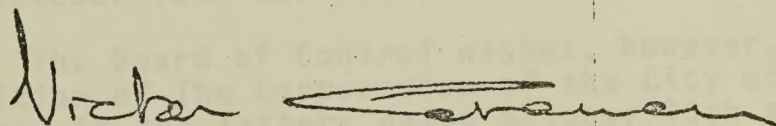
voluntarily entered into by the City, particularly after their thorough review of the involved details. The City did not have to enter into these Contracts and more drastic cut backs than the ones adopted could certainly have been implemented had the City so desired.

We wish to state that we do not accept the position that the City may claim costs and/or damages against us. In the normal course of operations of the Project, the City has been in constant contact with us. Had the City wished matters to be handled differently by us over the past months, it simply had to so indicate.

Furthermore, if there presently are any matters the City wish handled differently, providing such is within the terms of our Construction Management Contract, we would be pleased to review these matters with the City and, following the review, have the directions confirmed to us in writing.

Yours very truly

PIGOTT STRUCTURES COMPANY LIMITED



V.C. Catchick
General Manager

VCC/ma

November 16, 1978

Pigott Structures Company Limited,
Engineers and Contractors,
P. O. Box 309,
Hamilton, Ontario.
L8N 3G7.

ATTENTION: Mr. V. C. Catchick,
General Manager.

Dear Sirs:

The Board of Control acknowledges receipt of your letter of November 14th in which you state the position of your company as a result of previous letters from the Board on October 10th and 16th, 1978.

The Board of Control wishes, however, to reaffirm the position of The Corporation of the City of Hamilton as contained in the letters dated October 10th and 16th, 1978 to you and to the Architect, Mr. Butler.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc
/ c.c. Mr. W. L. Phillips, City Engineer
Mr. K. A. Rouff, City Solicitor.

Spectator Nov. 21/78

Library-market costs go higher

THE COST overrun problem on the library market project is now about \$400,000 larger.

The lowest bids received yesterday on 15 work packages totalled \$1,518,025 — \$400,025 more than the \$1,118,000 originally estimated for the contracts.

The bid packages were for work including insulated walls, weatherstripping, metal work, plastering, painting and carpeting.

"Increased prices from the original estimates are possible but when they are as far out as these it's unacceptable," said Controller Bob Morrow. "Obviously everything will

have to be looked at and analyzed very carefully."

Mr. Morrow said the problem of the bids will be on the board of control agenda Monday for discussion.

City council will meet in special session next Wednesday to grapple with the overrun that has plagued the project. All bid packages are expected to be in by that time.

Mr. Morrow said he could not predict what action council might decide to take on the increased costs.

Originally budgeted at \$9.7 million, the li-

brary project cost jumped to \$10.5 million late last year when a truck route access was added to the plans. Tenders received until September upped the price to \$11,473,954.

Last week, low bids on eight contracts ran about \$9,000 over the estimates.

At that time, Mayor Jack MacDonald said it wasn't possible to deal with the overrun until all the bids were in.

"People want us to answer all the questions without all the information," he said.

The Mayor is currently on holiday but will be back in Hamilton for the Monday board of control meeting.

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THE LANCET - 1900

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P.O. BOX 309
HAMILTON, CANADA L8N 3G7

November 23, 1978

The Corporation of the
City of Hamilton
P.O. Box 2040
Hamilton, Ontario
L8N 3T4

Attention: Mr. W. L. Phillips, P. Eng.
City Engineer

Gentlemen:

Re: 515 - Hamilton Central Library
and Farmer's Market
B.P. #37 - Misc. Concrete & Waterproofing

Concerning B.P. #37 - Miscellaneous Concrete and
Waterproofing, we called six (6) local companies
but they all refused to tender.

Only two companies picked up the tender documents,
Avenue Structures and Saltfleet Construction. The
latter decided not to tender, this resulted to re-
ceipt of only one tender for B.P. #37 - Misc.
Concrete and Waterproofing.

This is for your information and record.

Yours very truly

PIGOTT STRUCTURES COMPANY LIMITED

V. Alboini
Project Manager

VA:jm

cc: A. Butler, Architect
Mr. V. C. Catchick
Mr. P. Hatton

FILE NO.			
LETTER NO. 267-86			
DEPT. OF ENGINEERING			
NOV 24 1978			
READ BY	ANS BY	FILED BY	
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D.M.			
PLAN			
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C. SURV			
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REPORT OF THE
COMMISSIONER OF THE
LAND OFFICE
FOR THE YEAR 1900

Albany, N.Y., 1901

The Commission of the
Land Office
has the honor to
acknowledge the
receipt of the

Report of the
Commissioner of the
Land Office for the
Year 1900

Received

By the
Commissioner of the
Land Office
for the Year 1900

Respectfully,
The Commission of the
Land Office

Very truly,
The Commission of the
Land Office
for the Year 1900

By the
Commissioner of the
Land Office

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Land Office

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Land Office

K. A. ROUFF
CITY SOLICITOR



YOUR FILE NO. ✓

REPLY ATTENTION: K. A. Rouff

OUR FILE NO. 30-2.19(a)

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY SOLICITOR

CITY HALL
HAMILTON, ONTARIO
L8N 3T4
TEL. 527-0241

November 23, 1978

Mr. W. L. Phillips,
City Engineer and Co-ordinator,
Lloyd D. Jackson Square.

Dear Mr. Phillips:

Re: Library - Farmers' Market

In the process of assessing the City's legal position on this matter of cost overrun, I wish to solicit your assistance for answers to a number of preliminary questions.

1. When was the first estimate prepared by Mr. Butler, the Architect, following his appointment in July of 1975?
2. (1) In Mr. Butler's letter to you of September 15, 1978, he makes reference to two budgets, one in November, 1976 by F. W. Woodcock and Associates and one by Pigott Structures Company Limited, in October of 1977. Mr. Butler states that following the Woodcock budget of 1976, an extensive review based on this budget was carried out. Please advise who carried out this review.
(2) Further, Mr. Butler says that many adjustments were analyzed and major changes made. Who made these changes and analyses and when did they occur?
(3) Please also advise, where applicable, as to whether these changes are in accordance with the requirements of The Building Code.

....continued

3. Schedule

- (1) When was the first schedule for construction of this project prepared by Mr. Butler, the Architect, and/or the Construction Manager, Pigott Structures Company Limited?
- (2) Was there more than one schedule and, if so, how many and when were they prepared?
- (3) When did construction first commence? *6/13*
- (4) Please advise what effect would the 16 deletions or changes, as listed by Mr. Butler, have on the function and operation of the project, with particular reference to,
 - (a) deletion of water storage reservoir under Market floor;
 - (b) change of roof structure over Market from space frames to concrete;
 - (c) deletion of stainless steel exterior doors to aluminum or wood.

4. Aluminum Products Company Limited, in its letter of August 16, 1978 to Pigott Structures Company Limited, lists 7 items totalling \$240,000.00 which it states were not included in the "original budget pricing". It will be helpful to have your comments as to,

- (a) the date and particular budget to which Aluminum Products Company Limited is referring; and
- (b) why these items were not in the original plans and specifications and at what time were the plans and specifications amended to include them.

5. In Mr. Butler's letter of September 7, 1978 to you respecting Bid Package #13 (Built-Up Roofing and Sheet Metal Flashing), it is shown that the cost for this Bid Package was established at \$83,000.00 and that the lowest bid received on August 16, 1978 was

....continued

for \$209,770.00, showing a cost overrun for this Bid Package of \$126,770.00. In Mr. Butler's two-page letter dated September 7, 1978 on page 1, paragraph 3, he states:

"The original budget estimate was based on a lower quality of roofing system than is appropriate for a building of this type, for example:

"Original budget was based upon the use of styrofoam insulation; specifications call for Fiberglas with taped joints.

"The original budget made no allowance for roof walkways or vapour barrier.

"The original budget was based upon a single pour of gravel; the specifications call for a double pour."

Because of the above, it is not unreasonable to inquire:

- (1) Who was responsible for monitoring the type of material specified in the original plans and specifications?
 - (2) Were they of the finest material?
 - (3) What role did the Construction Manager and you play with respect to such changes?
 - (4) At what time were these changes made? In other words, please identify original budget--was it budget #3 of October, 1977, or otherwise? It would also be helpful if you would be kind enough to let me know, and also deliver to me estimates or budgets #1 and #2, with the dates of their preparation.
6. Bid Package #5 respecting Mechanical Work, as referred to in Table 1 of your letter of September 11, 1978 to the Board of Control, indicates an increase over the estimate of \$199,540.00. The Architect's and Construction Manager's reports as to details of this cost

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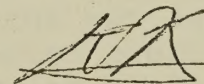
increase are not in the material that was submitted to me as was the case with respect to roofing and aluminum windows. With the latter two items, details were furnished. Similarly, with respect to Bid Package #6 (Electrical) and Bid Packages #9 and #11 (Super Structures and Structural Steel), which respectively account for an increase of \$136,667.00 and \$355,000.00, the Architect's and Construction Manager's reports as to the details of the cost increases were not in the material submitted to me. If these details were prepared, please make them available.

7. Table 1 as noted in your reporting letter to the Board of Control on September 11, 1978, shows the cost overrun was \$983,954.05, and according to the press reports I gather that all Bid Packages are now in and there is now an additional increase of \$400,000.00. Is this reported statement correct? If this is so, then I am assuming that either you or the Construction Manager and/or the Architect (Management Team) will have a revised Table 1. Please let me have a revised and updated copy of that table so that I may have a current perspective of developments. This table should include all Bid Packages to date and supporting Architect's and Construction Manager's reports as to the details of cost increases reflected on the updated table.

As I indicated to you earlier, these are preliminary questions and it is possible that others may arise as the reviewing process continues.

I would be obliged to have your answers in the order in which the questions are enumerated. Your early attention and co-operation will be appreciated.

Yours truly,



K. A. Rouff,
City Solicitor.

KAR:js

c.c. Controller P. O. Valeriano
c.c. Alderman R. Wheeler
c.c. Mr. A. K. German, City Architect
c.c. Mr. P. Kuppe, Building Commissioner
c.c. Mr. J. R. Jones, Secretary,
Board of Control

24 November 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

We have reviewed the tenders received on 15 and 20 November 1978, and in addition, we have re-examined the adjustments to the low bids received for Bid Packages 13 and 15, tenders for which were received on 16 August 1978. Tenders have now been received for all bid packages with the exception of the following:

B.P. 23 - Metal Glazed Partitions (Industrial Metal Sash)
B.P. 30C - Rolling Wood Shutters and Vertical Sliding Pass Windows
B.P. 30D - Expansion Joint Covers and Foot Grille

In addition, two bid packages will be tendered later:

B.P. 39 - Landscaping
B.P. 40 - Final Cleaning

As you know, extensive discussions have taken place in connection with Bid Packages 13 and 15, particularly in relation to the cost of skydomes which were included in Bid Package 13. Board of Control have already approved our proposal to delete skydomes from Bid Package 13, reduce the quantity of openings, and provide small glass skylights as part of the work covered by Bid Package 15. Since the original credits to Bid Package 15 were proposed (our letter of 8 September 1978), several clarifications and adjustments to this bid package have been necessary, in addition to the provision of the small glass skylights. A summary of adjustments to the credits to these two bid packages is attached; the net result of these adjustments is a slight increase in the total credit for the two bid packages. You will also note that there is a separate credit to Bid Package 15, for the deletion of glazing to the mechanical tower; this credit will be discussed later in relation to the metal wall system.

The total of low bids received on 15 and 20 November 1978 exceeds the budget for those bid packages by \$409,510.00. In reviewing the low bids, we discovered that the low bidder for Bid Package 29 - Painting did not receive Addenda 1 and 2 by registered mail until after the tenders had closed. We have since received a quotation from this contractor for the work covered by the addenda, in the amount of \$6,220.00 extra to his tender. If this is added to the overrun, the total excess over budget is \$415,732.00.

...2

Anthony Butler Architect

Of the tenders just received, several bid packages were well under budget, while several others were over budget. These variations in price reflect the changes in scope which were identified in the summary dated 15 September 1978, a copy of which is attached for your information. We have reviewed the major bid packages with the low bidders, and have so far been able to identify only minor credits which can be achieved; this review is continuing.

The major exception is Bid Package 14 - Insulated Metal Wall Panel System. The contents of this bid package have been completely revised since no tenders were received on the original system in August. The budget for this bid package is \$224,000.00. The base bid in the specifications was for a stainless steel wall system, for which only one acceptable tender was received in the amount of \$167,600.00, for a credit of \$56,400.00. The specifications also requested an alternative price for painted steel, for which three tenders were received, the lowest of which was \$71,783.00, for a credit of \$152,217.00. Prices were also requested for the cost of facing the mechanical tower with metal siding, in stainless steel or painted steel; this method would be instead of the glazed cladding to the mechanical tower, which was included in Bid Package 15. The use of painted steel instead of stainless steel would reduce the overrun by \$95,817.00, plus a further credit of approximately \$45,000.00 if the mechanical tower cladding is changed from glass to painted metal. You may wish to give serious consideration to the acceptance of painted metal in place of stainless steel to achieve these credits. It should be noted that the manufacturers of the painted steel material cannot predict the effective life of the product beyond 20 years; it may be necessary for the wall panels to be re-painted earlier, to maintain an acceptable appearance. In comparison, the stainless steel material is not affected by environmental conditions. We are prepared to recommend the painted steel alternative, on the clear understanding that the life of the product cannot be predicted beyond 20 years, and that replacement may be necessary at any time after that.

The budget for Bid Package 23, for which no tenders were received, is \$58,000.00. We are requesting a quotation from the low bidder for Bid Package 19 - Hollow Metal, for the supply of a slim-line hollow metal system which is closely comparable to the method originally specified for Bid Package 23. We anticipate that there will be a credit of approximately \$42,000.00 for the work included in this bid package.

We have received a copy from you of the letter from the Chairman of the Public Library Board to Mr. Jones, in which the Library Board propose the deletion of seven items from the contract. These items include escalator no. 1, the deletion of which has already been approved by Board of Control. A total credit for the remaining items should be approximately \$57,000.00.

When the credits described in this letter are added to those already approved by Board of Control, we estimate that most of the overrun on tenders just received can be eliminated. A summary of this calculation is attached.

We are continuing to examine all the bid packages to determine ways in which savings can be achieved, and will recommend them to you as firm quotations are received. In the meantime, we recommend that contracts should be awarded to the low bidders for Bid Packages 13 and 15 and to all the low bidders for the bid packages received on 15 and 20 November 1978.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gn

cc Mr. V. Alboini, Pigott
Mr. P. Brook

Summary of changes in scope of work included in bid packages not yet tendered.

Bid Package No. 8 - Conveyor (Basement to Concourse):
No change.

Bid Package No. 10 - Miscellaneous Embedments:
The contents of this bid package have been transferred to bid package 21, miscellaneous metals.

Bid Package No. 12 - Window Washing Equipment:
No change.

Bid Package No. 14 - Stainless Steel Exterior Wall Panels:
To be re-tendered, based on a changed system. The total area is reduced by deletion of spandrel panels; spandrels are proposed to be concrete, provided by bid package 9, by Notice of Change. The unit cost of the proposed system is lower than the original budget.

Bid Package No. 17 - Rough Carpentry, Supply and install:
Total scope now fully identified and increased.

Bid Package No. 18 - Masonry and Glass Blocks:
Washroom partitions transferred from bid package 26, drywall. Partitions added in Market area for offices and storage. Masonry wall added for acoustical separation between Library and mechanical tower, at each floor, replacing drywall partition. Enclosure of an electrical room and janitor's closet added at each floor.

Bid Package No. 19 - Hollow Metal Doors and Frames - Supply only:
Total scope now fully identified: number of doors and frames increased.

Bid Package No. 20 - Finishing Hardware - Supply only:
Total scope now fully identified: number of doors increased.

Bid Package No. 21 - (a) Miscellaneous Metals:
Miscellaneous Embedments transferred from bid package 10, exit stairs are now steel and transferred from bid package no. 9, superstructure. Overhead support framing for toilet stalls, folding walls and awnings added. Miscellaneous bearing and support plates for escalators added. Framing for entrances to elevators 1 and 2 added. Supports for window washing equipment added.

Foot grilles transferred to bid package 30.

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(b) Ceiling Grid:

Part of ceiling grid system transferred to bid package 32, millwork reducing scope in this bid package.

Bid Package No. 22 - Tunnel Construction etc:

Total scope now fully identified: complexity of tunnel increased; mechanical and electrical added by Notice of Change. One dock leveller added. Insulation and waterproofing to slab over reservoir deleted.

Bid Package No. 23 - Metal Glazed Partitions (Industrial Sash):

Most of this bid package transferred to bid package 32, millwork.

Bid Package No. 24 - Interior Glazing and Mirrors:

No change in scope.

Bid Package No. 25 - Overhead Doors:

No change in scope.

Bid Package No. 26 - Drywall, Plastering, Acoustical Baffles:

Total scope now fully identified: drywall partitions added as follows:

Concourse Level: children's area: 2 offices added

Third Level: Government documents and special collections areas, partition added to isolate halon-protected area.

Fifth Level: Reprographic area; one staff office

Sixth Level: Technical Services: future computer room, telephone room and 2 offices.

Washroom partitions transferred to bid package 18, masonry.

Increase in drywall bulkheads and furring. Quantity of acoustical baffles reduced.

Bid Package No. 27 - Coffered Ceilings:

Total area reduced.

Bid Package No. 28 - Ceramic Tile, Quarry Tile and Non-Slip Pavers:

Non-slip pavers deleted. Amount of ceramic tile reduced.

Bid Package No. 29 - Painting and Vinyl Wall Fabric; Sandblasting:

Total scope now fully identified: number of partitions to be painted increased. Amount of vinyl wall fabric reduced.

Bid Package No. 30 - Manufactured Specialties - Supply only:

Bid Package No. 31 - Manufactured Specialties - Installation:

Number of foot grilles reduced to 1 only.

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Bid Package No. 32 - Prefinished Millwork - Supply Only of Cabinet Work, Wood Doors, Wood Ceiling, Wood Deck Balconies and Wood Handrailings:
Total scope of cabinet work now identified and increased.
Number of wood doors increased. Wood partitions transferred from part of bid package 23. Part of ceiling grid transferred from bid package 21, miscellaneous metals.

Bid Package No. 33 - Installation - H.M. Doors and Frames, Wood Doors and Access Doors, Finishing Hardware, Prefinished Millwork, Cabinet Work, Wood Ceiling, Wood Deck Balconies and Handrailings:
Total scope now fully identified and increased (refer to bid packages 19, 20 and 32).

Bid Package No. 34 - Carpeting:
No change in scope.

Bid Package No. 35 - Vinyl Tile and Rubber Base:
Total scope now fully identified and increased, replacing more costly ceramic tile.

Bid Package No. 36 - Manufactured Specialties - Supply & Install:
Toilet compartments changed to ceiling hung. Three rolling shutters added. Five security screens added. Telephone shelves deleted.

Bid Package No. 37 - Miscellaneous Excavation & Concrete:
Total scope now fully identified: Light weight concrete fill for roof areas added.

Bid Package No. 38 - Miscellaneous Caulking:
Contents of this bid package re-assigned to several other bid packages.

Bid Package No. 39 - Landscaping:
No change in scope

Bid Package No. 40 - Final Cleaning:
No change in scope.

15 September 1978

Anthony Butler Architect

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Summary of tenders received 15 and 20 November 1978 and adjustments to overrun.

Total of low bids received 15 Nov. 1978	\$ 593,086.	
Budget	<u>584,000.</u>	
Overrun		\$ 9,086.
Total of low bids received 20 Nov. 1978	\$1,518,426.	
Add amount for addenda - BP 29	<u>6,220.</u>	
	\$1,524,646.	
Budget	<u>1,118,000.</u>	
		<u>406,646.</u>
Total overrun		\$415,732.
Less credits already approved		
Sprinklers	\$ 76,857.	
Glazing to elevators 1 & 2	28,000.	
'Skydomes'	*	
Escalator 1	<u>50,000.</u>	
		<u>\$154,857.</u>
		\$260,875.
Less credits from current Bid Packages		
painted steel wall system	\$ 95,817.	
change mechanical tower walls to		
painted steel wall system	45,000.	
BP 23 saving	<u>42,000.</u>	
		<u>\$182,817.</u>
		78,058.
Less credits for deletions proposed by Library Board		<u>57,000.</u>
Net overrun		\$ 21,058.

*this credit is included in adjustments to Bid Packages 13 and 15, summarized on separate page.

NOTE: This analysis does not include allowance for book hoist or recommended increase in contingency allowance.

24 November 1978

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Summary of Adjustments to Bid Package Nos. 13 and 15

Credits proposed in letters of 7 and 8
September 1978

B.P. 13	Item 1	\$ 3,180	
	2	<u>9,050</u>	\$ 12,230

B.P. 15	Base bid reduction	\$39,966	
	Item 1	7,692	
	3	6,000	
	4	11,948	
	7	<u>5,640</u>	
			\$ 71,246
			<u>\$ 83,476</u>

Change to skydomes

B.P. 13	Delete skydomes	\$60,520cr.	
15	Add glass skylights	<u>28,431ex.</u>	\$ 32,089
Net credit			<u>\$115,565</u>

Further Adjustments

B.P. 15	Add - structural framing to large market skylight	\$ 9,150ex.	
	Add - two exterior aluminum doors	1,560ex.	
	Add - sliding doors to Room 127	1,781ex.	
	Add - revise scope of aluminum sills	<u>16,798ex.</u>	\$ 29,289

Net Credit to B.P. Nos. 13 and 15			<u>\$ 86,276</u>
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B.P. 15	Credit for deletion of glazing to mechanical tower		\$104,674
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24 November 1978

Anthony Butler Architect

1. The first part of the report is a general introduction to the subject.

2. The second part is a detailed description of the methods used in the study.

3. The third part is a discussion of the results of the study, and a comparison of these results with those of other studies.

4. The fourth part is a conclusion, in which the author summarizes the main findings of the study and makes some suggestions for further research.

5. The fifth part is a list of references, in which the author lists the books and articles that have been consulted in the preparation of the report.

6. The sixth part is a list of appendices, in which the author lists the tables and figures that are included in the report.

7. The seventh part is a list of footnotes, in which the author lists the notes that are included in the report.

8. The eighth part is a list of errata, in which the author lists the errors that have been found in the report.

9. The ninth part is a list of acknowledgments, in which the author lists the people and organizations that have helped him in the preparation of the report.

10. The tenth part is a list of indexes, in which the author lists the subjects and names that are included in the report.



THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

24 November 1978

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market

Members of the Board:

The tenders for the various bid packages for the project has now been received. The attached list shows the tenders received for each bid package.

No tenders were received for Bid Package No. 23 - Glazed partitions.

No prices have been received, through the Purchasing Department for Bid Package 30C and 30D.

Based on tenders awarded where applicable, and low tender received on other bid packages and using the estimated cost for Bid Packages No. 23, 30C and 30D, I have prepared the attached statement to show the total of all bid packages plus other costs to be \$11,974,584.95.

The approved (original) estimate was \$10,490,000.00. City Council has authorized an additional \$750,000.00. This provides a total of \$11,240,000.00 which has been approved by City Council and the Ontario Municipal Board for this project.

Therefore, the total of the tenders received is \$734,584.35 over the approved estimate.

As requested by your Board, the Architect has reviewed the contents of all the bid packages and his review is contained in his letters, dated 15 September 1978 and 13 October 1978 (copies attached). It is not possible to make a detailed comparison with the original estimate as the details were not known and a sum of money or an allowance was carried in the estimate. Mr. Butler's review of the bid packages indicates where the scope of the work has changed.

Continued.....

The Commission on the Law of the Sea

Report of the Commission
to the United Nations
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Several changes have been suggested by many people and these have been listed on the attached list. A description of these suggested changes, along with any comments are as follows:-

1. Adjustments to the Sprinkler System

A complete review of the sprinkler system has resulted in a lower number of sprinkler heads and revision to the piping. This revised sprinkler system meets the code requirements and is approved by the Building Department.

This change is recommended for approval.

2. Deletion of Glazing in Elevators No. 1 and No. 2

This deletion was the subject of a previous report, dated 30 October 1978. This has been approved by City Council.

3. Escalator No. 1 (Library)

This deletion was included in my report, dated 30 October, 1978 (copy attached). In that report I recommend that it not be deleted.

4. Change Stainless Steel Wall System to Painted Steel

This has been reviewed by Mr. Butler and his comments are included in his letter, dated 24 November, 1978 (copy attached). The expected life for the painted steel is much shorter than that for stainless steel. In my opinion, if the City can afford it, the stainless steel should be used. However, there have been many buildings use painted steel and the savings are substantial.

5. Change glazed Mechanical Tower Walls to Painted Steel

This has been reviewed by Mr. Butler and his comments are contained in his letter dated 24 November 1978. The same comments as outlined in (4) above would apply to this item.

6. Savings in Bid Package No. 23 Glazed Partitions

No bids were received for this bid package. Mr. Butler outlines his proposal in his letter, dated 24 November, 1978, in which he states that he anticipates that there will be a credit of approximately \$42,000.00. I recommend the acceptance of these savings.

7. Deletions by Library Board

The deletions suggested by the Library Board, including the escalator, are contained in their letter, dated 21 November, 1978 (copy attached). I would recommend the acceptance of these changes except for the escalator.

Continued.....

8. Changes to Bid Package No. 13 and No. 15

These changes are outlined in the statement attached to Mr. Butler's letter, dated 24 November 1978 and also in his letters, dated 7 and 8 September 1978.

These changes are:-

(a) Bid Package No. 13

Refer to letter, dated 7 September 1978 from Mr. Butler (copy attached).

- (i) Item 1 - Change vapour barrier
- (ii) Item 2 - Change flashings
- (iii) Delete skydomes from this bid package and transfer to Bid Package No. 15.

(b) Bid Package No. 15

Refer to letter, dated 8 September 1978 from Mr. Butler (copy attached).

- (i) Item 1 - Change skylight glazing from double to single glazing.
- (ii) Item 3 - Delete spare sealed glazing units
- (iii) Item 4 - Delete aluminium sills
- (iv) Item 7 - Delete baked enamel finish to steel window frames.
- (v) Add Glass Skylights from Bid Package No. 13
- (vi) Add framing to large skylight which was originally to be included in Misc. Metals.
- (vii) Add doors and revise aluminium sills which was omitted from this bid package.

I would recommend acceptance of these changes.

9. Market Skylight

This was included in my report, dated 30 October, 1978. It is my understanding that your Board agreed not to delete this item.

10. Sunscreens

The sunscreens were listed by Mr. Butler as a possible deletion, in his letter, dated 18 September 1978 (copy attached). Also he outlines the consequences of the deletion of the sunscreens and other items in his letters, dated 28 September 1978 and 4 October 1978. Because of the consequences of this change, I would recommend that the sunscreens not be deleted.

Continued.....

Exhibit 10 - 10/1/77

These exhibits are submitted in the following order:
1. Exhibit 10 - 10/1/77
2. Exhibit 10 - 10/1/77
3. Exhibit 10 - 10/1/77

Exhibit 10 - 10/1/77

Exhibit 10 - 10/1/77
Exhibit 10 - 10/1/77

- (1) Exhibit 10 - 10/1/77
- (2) Exhibit 10 - 10/1/77
- (3) Exhibit 10 - 10/1/77

Exhibit 10 - 10/1/77

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Exhibit 10 - 10/1/77

- (1) Exhibit 10 - 10/1/77
- (2) Exhibit 10 - 10/1/77

- (3) Exhibit 10 - 10/1/77
- (4) Exhibit 10 - 10/1/77
- (5) Exhibit 10 - 10/1/77

- (6) Exhibit 10 - 10/1/77
- (7) Exhibit 10 - 10/1/77
- (8) Exhibit 10 - 10/1/77

I hereby certify that the above exhibits are true and correct.

Exhibit 10 - 10/1/77

This exhibit is submitted in the following order:
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6. Exhibit 10 - 10/1/77
7. Exhibit 10 - 10/1/77
8. Exhibit 10 - 10/1/77
9. Exhibit 10 - 10/1/77
10. Exhibit 10 - 10/1/77

Exhibit 10 - 10/1/77

11. Market Escalator

This was included in my report, dated 30 October 1978. It is my understanding that your Board agreed not to delete this item.

12. Elevator No. 4

This was included in my letter, dated 30 October 1978. It is my understanding that your Board agreed not to delete this item. In addition, your Board reviewed with the Library Board the possibility of deleting Elevator No. 3. Again it is my understanding that your Board does not recommend the deletion of this elevator.

13. Deletion of Spiral Stairway from 5th to 6th floor

Mr. Butler suggested this deletion in his letter, dated 18 September 1978. This item is also included in the letter, dated 21 November 1978, from the Library Board.

14. Deletion of Auditorium and Meeting Rooms

It was suggested that the Auditorium and meeting rooms could be deleted and that the functions on the Sixth Floor could be relocated to other parts of the building. In this way, it was suggested that the Sixth Floor could be deleted.

Mr. Butler's comments are contained in his letter, dated 28 September 1978. (Copy attached).

I recommend that this change not be made.

As stated previously, the total of all the low tenders was \$734,584.35 above the approved estimate. The total value of all of the suggested changes is \$726,303.00. The review of the various bid packages is continuing and it is quite possible that further small credits can be obtained.

However, as noted previously in this report I am not recommending all the suggested changes. Therefore, the final cost of this project will be over the approved estimate. This amount will depend on the changes that are approved.

I also wish to point out that the cost of the Construction Management Fee, Site work, testing and security will increase because of the 15½ weeks' delay that has been encountered on this project unless time can be made up during the remainder of the construction period. The cost of these items have been based on a construction period of 22 months. The delay of 15½ weeks amounts to an 18% increase in time. On this basis, the additional cost could be approximately \$100,000.00.

Continued....

This was included in my report, dated 12 October 1978. It is my understanding that your report dated 12 October 1978.

12. Exhibit 2

This was included in my report, dated 12 October 1978. It is my understanding that your report dated 12 October 1978. In addition, your report dated 12 October 1978. The report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978.

13. Exhibit 3

Mr. Smith's report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978.

14. Exhibit 4

It was suggested that the information and material from the report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978.

Mr. Smith's report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978.

I understand that your report dated 12 October 1978.

As stated previously, the cost of all the information and material from the report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978. It is my understanding that your report dated 12 October 1978.

However, as noted previously in this report I am not recommending all the suggested changes. Therefore, the final cost of this project will be over the approved estimate. This report will depend on the changes that are approved.

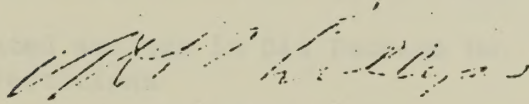
I also wish to point out that the cost of the construction management fee, site work, testing and security will increase because of the 15% delay that has been recommended in this project unless you can be made up during the construction period. The cost of these items has been based on a construction period of 12 months. The delay of 15 weeks amounts to an 18% increase in time. On this basis, the additional cost could be approximately \$100,000.00.

Continued...

In addition, I would recommend that I be directed to approach Mohawk College and McMaster University with a view of adjusting their share since the total cost has increased.

I would be pleased to discuss this with your Board at your convenience.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb
Attch.

- c. c. Controller P. O. Valeriano (Attch.)
- c. c. Mr. Anthony Butler, Architect (Attch.)
- c. c. Mr. V. Alboini, Pigott Structures Co. Ltd. (Attch.)

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CHANGES THAT HAVE BEEN CONSIDERED

Amount of Credit

1. Adjustments to Sprinkler System	\$ 76,857.00
2. Deletion of Glazing in Elevators No. 1 and No. 2	28,000.00
3. Escalator No. 1 (Library)	50,308.00
4. Change Stainless Steel Wall System to Painted Steel	95,817.00
5. Change glazed mechanical tower walls to painted steel	45,000.00
6. Anticipated savings in Bid Package No. 23 - Glazed Partitions	42,000.00
7. Deletions by Library Board	57,000.00
8. Changes to Bid Package No. 13 to No. 15	86,276.00
9. Market Skylight	30,000.00
10. Sunscreens	75,334.00
11. Market Escalator	67,645.00
12. Elevator No. 4	<u>72,066.00</u>
TOTAL	\$726,303.00
13. Deletion of Spiral Stairway from 5th to 6th Floor (Also in list of deletions from Library Board)	
14. Deletion of Auditorium and Meeting Rooms and deletion of Sixth Floor.	

WLP:jb

24 Nov/78

Bid Package No. 14

Westeel-Rosco Limited	\$ 71,783.00
Peerless Enterprises Div. of Tectum Limited	167,600.00
Robertson Building Systems	

Bid Package No. 20

Wilkinson & Kompass Limited	\$ 44,519.00
D.M. Hardware Limited	48,600.00
Contract Hardware Specialists (1974) Ltd.	50,180.00

Bid Package No. 21

Ferrington Fabricators Limited	\$ 224,000.00
Central Steel Fabricators Ltd.	241,200.00
Dundas Iron & Steel Limited	245,600.00

Bid Package No. 26

P. J. Daly Plastering Contracting Limited	\$ 233,000.00
John E. Smith Contracting Limited	235,876.00

Bid Package No. 29

Dupont Painting Contracting Limited	\$ 108,960.00
National Painting and Decorating Company (Hamilton) Ltd.	179,825.00
Canada Decorating & Painting Company Limited	243,266.00

Bid Package No. 32

National Millwork Co. Ltd.	\$ 193,865.00
Trend Millwork & Cabinets Ltd.	243,400.00
B & H Woodworkers (Canada) Limited	345,000.00

Bid Package No. 33

Harm Schilthuis and Sons Limited	\$ 94,873.00
Devries Construction	114,000.00
G & C Industrial Millwork Limited	127,600.00

THE 1914-15 YEAR

1914-15 Year
The 1914-15 year was a year of great activity and progress in the history of the world. It was a year of great change and of great hope.

THE 1915-16 YEAR

1915-16 Year
The 1915-16 year was a year of great activity and progress in the history of the world. It was a year of great change and of great hope.

THE 1916-17 YEAR

1916-17 Year
The 1916-17 year was a year of great activity and progress in the history of the world. It was a year of great change and of great hope.

THE 1917-18 YEAR

1917-18 Year
The 1917-18 year was a year of great activity and progress in the history of the world. It was a year of great change and of great hope.

THE 1918-19 YEAR

1918-19 Year
The 1918-19 year was a year of great activity and progress in the history of the world. It was a year of great change and of great hope.

THE 1919-20 YEAR

1919-20 Year
The 1919-20 year was a year of great activity and progress in the history of the world. It was a year of great change and of great hope.

THE 1920-21 YEAR

1920-21 Year
The 1920-21 year was a year of great activity and progress in the history of the world. It was a year of great change and of great hope.

Bid Package No. 34

Perfection Rug Co. Ltd.

\$

- Hot-back	\$252,685.00
- Latex Back	237,987.00
- Harding Carpets	263,917.00
- Caravelle	216,645.00

The Robt. Simpson Company Limited

- Burlington	\$249,891.00
- Harding	258,558.00
- Caravelle	226,337.00

Stradwick Industries Ltd.

- Burlington	\$273,441.00
- Harding	283,301.00
- Caravelle	248,711.00

Bid Package No. 36A

John Ewing & Co. Inc.

\$ 1,320.00

Bid Package No. 36B

Fleming Installations Limited \$ 1,825.00

\$

S. W. Fleming and Company Limited \$18,042.00

\$ 19,867.00

Ontario Washroom Equipment Company

\$ 11,713.00

Bid Package No. 36C

Arpro Construction & Industrial Corp.

\$ 16,500.00

Bid Package No. 36D

R. H. Wakeford Enterprises Limited

\$ 29,951.00

Bid Package No. 36F

Architectural School Products Limited

\$ 1,950.00

Bid Package NO. 37

Avenue Structures

\$ 158,031.00

Bid Package No. 38

Beverly Weatherstrip Co. Limited

\$ 5,470.00

COB Maintenance Inc.

\$ 6,384.40

Dominion Caulking Limited

\$ 8,410.00

Subsidiary No. 10

200,000.00	-	Capital
200,000.00	-	Reserve
200,000.00	-	Surplus
200,000.00	-	Profit

Subsidiary No. 11

200,000.00	-	Capital
200,000.00	-	Reserve
200,000.00	-	Surplus
200,000.00	-	Profit

Subsidiary No. 12

200,000.00	-	Capital
200,000.00	-	Reserve
200,000.00	-	Surplus
200,000.00	-	Profit

Subsidiary No. 13

200,000.00	-	Capital
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Subsidiary No. 14

200,000.00	-	Capital
200,000.00	-	Reserve
200,000.00	-	Surplus
200,000.00	-	Profit

Subsidiary No. 15

200,000.00	-	Capital
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Subsidiary No. 16

200,000.00	-	Capital
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Subsidiary No. 17

200,000.00	-	Capital
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Subsidiary No. 18

200,000.00	-	Capital
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Subsidiary No. 19

200,000.00	-	Capital
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200,000.00	-	Capital
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200,000.00	-	Capital
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BID PACKAGE NO. 8

Mathews Converyer Company, A Division of Rexnord Canada Ltd.	\$ 18,339.00
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BID PACKAGE NO. 18

Reinhardt Masonry Limited	\$ 103,740.00
Abe Dick Masonry Limited	\$ 119,320.00
George and Asmussen Limited	\$ 136,605.00

BID PACKAGE NO. 19

S. W. Fleming and Company Limited	\$ 45,996.00
Canadoor Limited	\$ 49,847.00

BID PACKAGE NO. 22

Avenue Structures	\$ 238,144.00
Saltfleet Construction Limited	\$ 243,700.00

BID PACKAGE NO. 24

Harrison Glass & Mirror Company Limited	\$ 49,295.00
Clegg Glass Limited	\$ 52,796.00

BID PACKAGE NO. 25

R. H. Wakeford Enterprises Limited	\$ 18,632.00
Overhead Door Company of Hamilton Limited	\$ 18,900.00

BID PACKAGE NO. 27

Price Tri-Tile Limited	\$ 53,040.00
Johns-Manville Canada Inc.	\$ 58,057.00
(Alternate E.H. Price -Components)	(\$ 57,300.00)
P. J. Daly Plastering Contracting Limited	\$ 66,870.00
John E. Smith Contracting Limited	\$ 67,690.00
Perfect Acoustic & Drywall Company Limited	\$ 78,785.00

BID PACKAGE NO. 28

Kent Tile & Marble Co., Limited	\$ 65,900.00
Terrazzo, Mosaic & Tile Company Limited	\$ 80,438.00
Connolly Contractors Limited	\$ 89,516.00
Wentworth Tile & Terrazzo Ltd.	\$ 91,148.00

THE RECORD

1. The first of the year was a very successful one for the company. The sales were up 10% over the same period last year.

THE RECORD

2. The second of the year was also a very successful one. The sales were up 12% over the same period last year.

THE RECORD

3. The third of the year was a very successful one. The sales were up 15% over the same period last year.

THE RECORD

4. The fourth of the year was a very successful one. The sales were up 18% over the same period last year.

THE RECORD

5. The fifth of the year was a very successful one. The sales were up 20% over the same period last year.

THE RECORD

6. The sixth of the year was a very successful one. The sales were up 22% over the same period last year.

THE RECORD

7. The seventh of the year was a very successful one. The sales were up 25% over the same period last year.

THE RECORD

8. The eighth of the year was a very successful one. The sales were up 28% over the same period last year.

THE RECORD

9. The ninth of the year was a very successful one. The sales were up 30% over the same period last year.

THE RECORD

10. The tenth of the year was a very successful one. The sales were up 32% over the same period last year.

CONTRACT NO.	BID PACKAGE	DESCRIPTION	TENDER CLOSING DATE	ORIGINAL ESTIMATE	LOW TENDER	AMOUNT OF CHANGE		REVISED CONTRACT PRICE	OVERRUN ESTIMATE	UNDERRUN ESTIMATE
						ORDER CREDIT	ORDER EXTRA			
E-77-20 (LM)	1	Excavation	31 Jan/78	\$ 210,000	\$ 141,201	\$ 2,224.87		\$ 138,976.13		\$71,023.87
E-78-1 (LM)	2	Footings	25 Apr/78	238,000	238,542		\$3,805.92	242,347.92	\$ 4,347.92	
E-78-6 (LM)	3	Substructure	4 May/78	600,000	610,900	825.20		610,074.80	10,074.80	
E-78-7 (LM)	4	Conduit System	9 May/78	10,000	7,498		171.00	7,669.00		2,331.00
E-78-10 (LM)	5 & 31	Mechanical	18 Jul/78	2,293,000	2,535,000	39,460.00		2,495,540.00	202,540.00	
E-78-11 (LM)	6	Electrical	18 Jul/78	1,150,000	1,345,667	59,000.00		1,286,667.00	136,667.00	
E-78-12 (LM)	7	Elevations	18 Jul/78	434,000	450,315	27,500.00		422,815.00		11,185.00
E-78-37 (LM)	8	Conveyor	15 Nov/78	30,000	18,339					11,661.00
E-78-13 (LM)	9 & 11	Superstructure & Structural Steel		2,100,000	2,455,000				355,000.00	
E-78-14 (LM)	13	Roofing	16 Aug/78	115,000	209,770				94,770.00	56,400.00
E-78-38 (LM)	14	Exterior Wall Panels	20 Nov/78	224,000	167,600					
E-78-25 (LM)	15 & 16	Aluminium Windows & Doors	16 Aug/78	442,000	798,213				356,213.00	
E-78-27 (LM)	18	Masonry	15 Nov/78	42,000	103,740				61,740.00	
E-78-28 (LM)	19	Hollow Metal Doors	15 Nov/78	29,000	45,996				16,996.00	9,481.00
E-78-39 (LM)	20	Hardware	20 Nov/78	54,000	44,519					
E-78-29 (LM)	21 & 10	Misc. Metal Work	20 Nov/78	172,000	224,000				52,000.00	
E-78-30 (LM)	22	Tunnel	15 Nov/78	226,000	238,144				12,144.00	
E-78-31 (LM)	23	Glazed Partitions	15 Nov/78	58,000	58,000*					
E-78-32 (LM)	24	Interior Glazing	15 Nov/78	15,000	49,295				34,295.00	
E-78-33 (LM)	25	Overhead Doors	15 Nov/78	23,000	18,632					4,368.00
E-78-34 (LM)	26	Plastering, Drywall	20 Nov/78	160,000	233,000				73,000.00	
E-78-35 (LM)	27	Coffered Ceiling	15 Nov/78	132,000	53,040					78,960.00
E-78-40 (LM)	28 & 35	Quarry, Vinyl Tile	15 Nov/78	87,000	68,900					21,100.00

DATE	DESCRIPTION	AMOUNT	CHECK NO.	BANK	INTEREST	TOTAL
12/12/11	...	...	...	...	...	...
01/05/12	...	...	...	...	...	...
01/15/12	...	...	...	...	...	...
01/25/12	...	...	...	...	...	...
02/05/12	...	...	...	...	...	...
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CONTRACT NO.	BID PACKAGE	DESCRIPTION	TENDER CLOSING DATE	ORIGINAL ESTIMATE	LOW TENDER	AMOUNT OF		REVISED CONTRACT PRICE	OVERRUN ESTIMATE	UNDERRUN ESTIMATE
						CHANGE ORDER CREDIT	CHANGE ORDER EXTRA			
E-78-41 (LM)	29	Painting	20 Nov/78	\$ 105,000	\$ 108,960				\$ 3,960.00	
E-78-41 (LM)	30A	Washroom Accessories	20 Nov/78	9,000	7,849					\$ 1,151.00
E-78-41 (LM)	30B	Wardrobe Accessories	30 Nov/78	3,000	695					2,305.00
E-78-41 (LM)	30C	Rolling Shutters	20 Nov/78	8,000	8,000*					
E-78-41 (LM)	30D	Exp. Joint Covers, Foot Grille	20 Nov/78	3,000	3,000*					
E-78-42 (LM)	32	Refinished Cabinet Work	20 Nov/78	55,000	193,865				138,865.00	
E-78-43 (LM)	33 & 31	Hollow Metal Doors (Install)	20 Nov/78	48,000	94,873				46,873.00	
E-78-44 (LM)	34	Carpeting	20 Nov/78	193,000	216,645				23,645.00	
E-78-46A (LM)	36A	Flag Pole	20 Nov/78	900	1,320				420.00	
E-78-46B (LM)	36B	Toilet Compartments	20 Nov/78	5,900	11,713				5,813.00	
E-78-46C (LM)	36C	Folding Partitions	20 Nov/78	28,000	16,500					11,500.00
E-78-46D (LM)	36D	Security Grilles	20 Nov/78	2,500	29,951				27,451.00	
E-78-46E (LM)	36E	Ext. Sign Letters	20 Nov/78	4,000	1,484.50					2,515.50
E-78-46F (LM)	36F	Chalkboards & Trackboards	20 Nov/78	1,700	1,950				250.00	
E-78-47 (LM)	37	Misc. Concrete	20 Nov/78	48,000	158,031				110,031.00	
E-78-48 (LM)	38	Caulking	20 Nov/78	4,000	5,470				1,470.00	
				\$9,363,000	\$10,847,584.35				\$1,768,565.72	\$283,981.37

ALLOWANCES					
Landscaping	30,000	30,000			
Final Cleaning	15,000	15,000			
Contingency	243,008	243,008			
Construction Management	378,616	378,616			
Site Work	209,000	209,000			
Testing	12,000	12,000			
Security	54,000	54,000			
Misc.	10,304,624	185,376			
Sub-Total	11,974,584.35	185,376			
TOTAL	\$10,490,000	\$11,974,584.35			
		Net Overrun		\$ 1,484,584.35	

W.L. PHILLIPS
B.A. SC., M.E.I.C., P. ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO. 301-0008*

ATTENTION OF W. L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

NOV 27 1978

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

24 November 1978

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market

Members of the Board:

As requested by your Board, I have prepared the following in response to the questions raised by Alderman Wheeler in his letter, dated 26 October 1978. The numbers correspond to the numbers in Alderman Wheeler's letter.

1. WHAT ARE THE REASONS FOR THE COST OVERRUN?

The following are the reasons for the cost overrun:-

- (a) The City accepted and approved an estimate in the amount of \$10,490,000.00. This was submitted to the City by Pigott Structures Ltd. by letter dated 24 November 1977 and 13 December 1977 (copy attached). This estimate was confirmed by Mr. A. Butler in his letter, dated 25 November 1977 (copy attached). It was anticipated that work would start in January 1978. At that time, this estimate was considered to be a tight budget but achievable as long as delays were not encountered.
- (b) Delays. There has been a total of 15½ weeks' delay encountered on this project. The first delay was approximately 8 weeks because of discussions regarding the contract documents to be used on this project. This caused a delay in the schedule for calling tenders on the various bid packages.

The second delay was caused by the Carpenters' Strike which lasted for 7½ weeks. This altered the construction schedules on the site.

These two delays have had the effect of extending the completion date of the project.

Continued.....

1. (b) Cont'd....

It should be pointed out that if there had not been a delay over the contract documents the building could have been closed in before the winter seasons and this would have had a favourable effect on tender prices and other costs.

Further, delays of this type are much more serious when the construction management system is followed. Delays regarding contract documents would happen before calling tenders under a General Contract; whereas, in this project, the delays occurred after construction commenced.

- (c) The publicity that has occurred with this project has caused concern among contractors. This has resulted in the contractors refusing to submit tenders on this project or to qualify their tenders or in some cases, it is quite possible that additional monies have been included in their tenders. An example of this is the tender submitted by Robertson Building System for Bid Package No. 14 - Exterior Wall Panels. They tendered not on City's forms but on their own forms and did not agree with the City's General Conditions. Their concerns are expressed in their letter, dated 22 November 1978 (copy attached). Their tender in the amount of \$145,000.00 was the lowest tender received and is approximately \$22,000.00 below the next bidder.

In addition, six local contractors were called to advise them that Bid Package No. 37 - Miscellaneous Concrete, was available for tenders. They all refused to bid on this project. A similar situation occurred with Bid Package No. 22 - Access Tunnel. (See letter dated 23 November 1978 from Pigott Structures Ltd.)

- (d) New labour agreements have been negotiated and finalized since the original budget was established and the new labour rates are higher in all cases.
- (e) Changes have been made by the Library Board and also by the Architect since the original budget was prepared. Many of these changes have come to our attention since we have been investigating the tenders to determine the reason for the higher prices.

It should be pointed out that when the estimate was prepared, only concept plans were available. Therefore, all the detailed information was not known. These details are developed during the detailed design and preparation of working drawings. However, the major changes should have been brought to our attention during the process.

Continued.....

1. (e) Cont'd.....

Under a General Contract, the detailed design and working drawings are prepared before tenders are called. When tenders are received they are in the form of a Lump Sum Bid. Therefore, the cost of each trade package is not apparent and the overruns and underruns in each bid package are not visible from the tenders received.

- (f) Some items, such as the sunscreens, were not included in the original estimate. In the case of the sunscreens, this fact was not brought to our attention until this review of the project.

2. WHY DID THE PROJECT MANAGEMENT SYSTEM OBVIOUSLY FAIL TO KEEP THE CONSTRUCTION COSTS WITHIN THE BUDGET AMOUNT?

As previously outlined, the problems that have come to the attention of the members of City Council are not particularly associated with the construction management system. The same problems can occur under a General Contract.

The basic difference is that under a General Contract the trade work prices are obtained by the General Contractor and only a Lump Sum Bid is received when tenders are opened. In the case of the construction management system, the trade contracts are called separately and the price for each trade is publicized. Therefore, overruns and underruns on each bid package are fully visible.

However, I wish to point out that when the first major bid packages were tendered, the prices received were higher than the estimate. At that time, City Council had the opportunity to accept the higher prices or to make alterations to the project and lower the cost. City Council decided to proceed and authorized an additional \$750,000.00 for the project and obtained the necessary approval of the Ontario Municipal Board.

We now have received the tenders on the remaining bid packages and City Council again has the opportunity to decide to accept these prices or to make alterations in the project. In this respect, the construction management system is working. Also, we have been able to commence construction and the excavation, footings, substructure are complete. The superstructure is under construction as well as the electrical and mechanical work.

3. WHEN THE BOARD OF CONTROL RECOMMENDED THE SYSTEM OF PROJECT MANAGEMENT TO COUNCIL IN JUNE OF 1977, HOW FAR HAD THE ARCHITECT PROGRESSED WITH THE PREPARATION OF PLANS AND SPECIFICATIONS, IN REGARD TO THE FOLLOWING:

Continued.....

3. Cont'd...

(A) THE ARCHITECT WAS APPOINTED IN JULY OF 1975 TO PROVIDE DESIGN SERVICES, PLANS AND SPECIFICATIONS AND ESTIMATES OF COSTS OF THE LIBRARY AND FARMERS' MARKET AT AN ESTIMATED FEE OF \$803,000.00 TO BE BASED ON THE ONTARIO ARCHITECTS' SCHEDULE OF FEES.

(B) COUNCIL ON AUGUST 8TH, 1975 AUTHORIZED THE ARCHITECT TO PROCEED WITH PRELIMINARY DESIGN WORK FOR WHICH HE WAS TO BE PAID \$5,000.00 PER MONTH AND WHICH WAS TO BE APPLIED AGAINST THIS TOTAL FEE FOR THE PROJECT.

(ACCORDING TO THE FIGURES I RECEIVED FROM THE CITY TREASURER, MR. BUTLER'S FIRM HAD DRAWN \$180,297.73 IN FEES BY MAY 30TH, 1977).

When the Board of Control recommended the construction management system to City Council on 31 May 1977, City Council at the same meeting authorized the Architect to proceed with the detailed design and working drawings. Therefore, the preparation of working drawings was to commence at the same time as the construction management system was approved.

The status of the drawings at this time was that only concept drawings were completed. For your information, concept drawings show number of floors, shape and general layout of the building, general location of stairs, elevators and the main parts of the building. No detailed designs are shown on these drawings.

With regard to the payment to the Architect, the agreement between the Architect and the City requires that the total monthly payments to the Architect should equal one-quarter (1/4) of the total fee when the preliminary (concept) drawings are completed.

One-quarter of the total fee is \$179,695.75. As of 30 May 1977, Mr. Butler had been paid \$170,297.13.

On 26 August 1975, City Council authorized the Architect to proceed with the preliminary design work pending receipt of the approval of the Ontario Municipal Board. In the event that this approval was not forthcoming, the cost of approximately \$5,000.00 per month would be incurred and would be paid out of current funds. This did not authorize the Architect to draw \$5,000.00 per month.

4. DID THE BOARD OF CONTROL RECEIVE ANY REPORT FROM MR. BUTLER, THE ARCHITECT, OR FROM MR. PHILLIPS, THE CITY ENGINEER AND CO-ORDINATOR OF THE PROJECT, WHEN MR. WALL, AN ARCHITECT ASSOCIATED WITH MR BUTLER, RESIGNED HIS ASSOCIATION IN THE PROJECT JUNE 1ST, 1977?

Continued.....

4. Cont'd....

DID THE BOARD OF CONTROL AT THAT TIME REVIEW THE PROGRESS OF THE PLANS AND SPECIFICATIONS?

When Mr. Wall resigned his association in the project, the Board of Control received a report, dated 10 May 1977, from Mr. A. Butler and a report, dated 13 May 1977, from the City Engineer (copies attached).

As outlined above the concept plans were completed at this time.

The concept plans were presented to City Council in March 1977. Following the hearing of the Ontario Municipal Board in early April 1977, the Downtown Redevelopment Sub-Committee, The Planning and Development Committee, the Legislation, Fire and Licence Committee and the Board of Control approved the concept plans. City Council on 20 April 1977 also approved the concept plans.

5. WHAT REPORTS DID THE BOARD OF CONTROL HAVE FROM THE ARCHITECT AND CO-ORDINATOR (CITY ENGINEER) ON THE PROGRESS OF THE PLANS AND SPECIFICATIONS BEFORE IT RECOMMENDED THE PROJECT MANAGEMENT SYSTEM TO COUNCIL IN JULY OF 1977 -- HAVING REGARD TO QUESTIONS (A) AND (B) OF NO. 3 ABOVE AND ALSO HAVING REGARD TO THE FACT THAT IN 1975 THE CITY ENGINEER, AS CO-ORDINATOR, WAS GIVEN THE RESPONSIBILITY TO ADMINISTER THE DESIGN AND CONSTRUCTION OF THE LIBRARY AND FARMERS' MARKET?

The status and approvals of the drawings has been outlined previously in this report.

6. WHAT ARE THE DETAILS OF THE CHANGES THAT ARE BEING CONSIDERED BY THE BOARD OF CONTROL?

The details of the changes that are being considered by the Board of Control are outlined in a separate report.

7. HAS THE LIBRARY BOARD BEEN CONSULTED ABOUT THESE CHANGES?

Yes, the Library Board is being consulted about changes.

8. WHAT WOULD THESE CHANGES COST?

The cost of these changes are shown in a separate report.

9. WHO WILL PAY FOR THESE CHANGES?

The changes that are being considered at this time are deletions and will result in credits or lower costs.

Continued.....

1. The...

the first...

the second...

the third...

the fourth...

the fifth...

the sixth...

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the twelfth...

Continued...

10. WOULD THE MATERIAL AND WORKMANSHIP BE OF THE HIGHEST QUALITY?

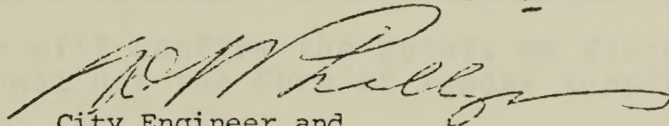
Any changes that are being considered will not affect workmanship.

In some cases, a change in materials is being considered. The question of quality will be the deciding factor as to whether changes of material will be made or not.

11. WOULD THE CITY'S RIGHTS BE FREE FROM JEOPARDY AND ARE WE PROTECTED TO CLAIM AGAINST THOSE PEOPLE WHO ARE RESPONSIBLE FOR THE COST OVERRUN WITH OR WITHOUT CHANGES?

I would suggest that the City Solicitor provide the answer to this question.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb (Attch)
c. c. Controller P. O. Valeriano (Attch.)
c. c. Mr. Anthony Butler, Architect (Attach.)
c. c. Mr. V. Alboini, Pigott Structures Co. Ltd. (Attach)

Enter 600-2

FILE NO.			
LETTER NO. <i>267-72</i>			
DEPT. OF ENGINEERING			
NOV 23 1978			
READ BY	ANS BY	FILED BY	
D.E.		DES	
O.M.		DES 2	
PLAN		UTM	
DEV.		DRAFT	
CONST		SPECS	
C. SURV		C. ACC	
ELEC		SEC. 5	

November 22, 1978

Mr. W. L. Phillips
City Engineer
City Hall
Hamilton, Ontario
L8N 3T4

Dear Mr. Phillips:

Re: The Hamilton Central Library and Farmers' Market
Bid Package No. 14, Stainless Steel Exterior Wall Panels,
Caulking and Cleaning - E78-38 (LM)

This letter will confirm the points we discussed yesterday explaining why we did not use the Form of Tender supplied by the City.

Paragraph 01 of the Form of Tender is referenced to the Contract Documents and to use it would be agreeing to all conditions contained in those documents. Therefore, any qualifications made would be incompatible with that clause.

Here is a list of the points to which we take exception:

1. The performance bond, as written into the Tender Documents, is unacceptable to our surety company, who are not prepared to issue a bond which does not include these two sentences:

"Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due."

"The Surety shall not be liable for a greater sum than the specified penalty of this Bond."
2. The maintenance requirement for twenty-four months is contrary to normal trade practice. Instead, we offer a normal construction guarantee against defective materials and/or workmanship but we cannot agree to a twenty-four month maintenance requirement making us responsible for any damage during that period, regardless of its cause.
3. The liquidated damages clause offers no protection to us in the event of job delay by outside influences such as other trades, deferment by the Owner, changes by the Architect, material availability, etc. Therefore, it is unacceptable in its present form.

November 22, 1964

Mr. W. L. Robertson
City Engineer
City Hall
Harrisburg, Pennsylvania
17104

Dear Mr. Robertson:

Re: The American Concrete Institute and Engineers' Report,
Box 100, Harrisburg, Pa. 17104, dated 11/18/64.
Enclosure and drawing - 17104-1

This letter will contain the report on this work as requested in your letter of 11/18/64 and the form of letter supplied by the City.

Paragraph 11 of the form of letter is referred to the Engineer's report and to use it as a basis for the City's report. The report is contained in the enclosure, "Report on the work done by the American Concrete Institute and Engineers' Report, dated 11/18/64."

There is a list of the points to which we have referred.

1. The preliminary work, as mentioned in the letter, was done by the American Concrete Institute and Engineers' Report, dated 11/18/64, and the work done by the City.

Any work done by the City must be indicated in the report. The report of the work done by the City must be indicated in the report. The report of the work done by the City must be indicated in the report.

2. The preliminary work, as mentioned in the letter, was done by the American Concrete Institute and Engineers' Report, dated 11/18/64, and the work done by the City.

3. The preliminary work, as mentioned in the letter, was done by the American Concrete Institute and Engineers' Report, dated 11/18/64, and the work done by the City.

Very truly yours,
Robertson
Building Systems

November 22, 1978

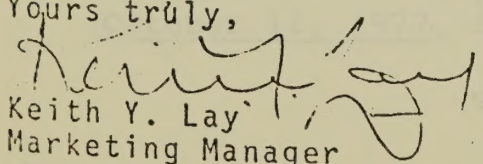
Mr. W. L. Phillips

- 2

4. The Supplementary Instructions to Bidders calls for us to commence work on site within 7 days after contract award, which is impossible. Also, the completion time (which we are asked to supply) can only be determined after discussions with the Project Manager and other sub-trades which affect our work.
5. The Wage Schedule in the Tender Documents, we suggest, is two years out of date and we are bound by union contracts whose wage scales do not relate to the Wage Schedule. We would expect our union rates to be the basis for payment of any additional work.
6. We will comply with paragraph 02.07 of the General Conditions and paragraph 8119 of the Metal Wall Panel Division of the Specifications both concerning normal cleanup of our work, but we cannot accept responsibility for final cleanup as called for elsewhere in the Specification.
7. Nor can we accept responsibility for cleaning the pavement which would normally be the responsibility of a general contractor.
8. Paragraph 01.06 of Instructions to Bidders states that Tenders must be accompanied by plans, specifications, schedules and guarantees of the Bidder. We neither understand the intent nor could we comply with this clause.
9. The Sample contract document to be executed by the successful bidder, "Contract For Works" and the general conditions, contain clauses the wording of which is difficult to interpret and might imply a broader liability on the contractor than we believe is intended and fair (e.g., the Hold Harmless clause). We recommend that a standard Form of Contract of the Canadian Construction Association be used.

These are the main points to which we take exception and in our opinion, no fair and sound tender could be submitted without qualification. Any qualification (even the performance bond) is contradictory to paragraph 01 on the Form of Tender, therefore, we had no alternative but to use our own tender form and risk disqualification.

Yours truly,


Keith Y. Lay
Marketing Manager

c.c. Mr. Anthony Butler

Drawings, Sketches and Brief Outline Specifications, dated September 12th and 21st, 1977".

In view of the above mentioned very preliminary and sketchy stage of design for the project, Pigott Structures Limited, being experienced Contractors and Estimators, undoubtedly assessed at the time that it would take at least half a year or more to develop Working Drawings and Specifications for Tendering and probably also took into consideration the fact that the development of Working Drawings and Specifications from very preliminary design sketches more often than not brings out problems not readily apparent in the preliminary design stage and results in additional costs, - included in their estimates, as a separate item, 5% Contingency Allowance, (amounting to \$579,887.00), to cover the continuing inflationary construction cost escalation during the period of Design development and probable additional costs resulting from design development, which was quite justifiable, (although in my opinion not conservative enough under the circumstances).

It would appear that costs of some Items of Work, e.g. Roofing, Finishing Carpentry, Miscellaneous Concrete Work, Hollow Metal, had been badly under-estimated from the start.

2. First Revision of the Preliminary Budget, from Pigott Structures Company Limited to the City of Hamilton, dated October 26, 1977, in the amount of:

Total Budget Price Revised \$10,828,492.00

This Revised, October 26, 1977 Estimate, when compared with the first, October 12, 1977 Estimate, shows reduction of cost of some of the individual Items of Work in the total amount of \$765,157. increase of cost of some other Items of Work in the total amount of \$484,079., leaves the cost of approximately one-half of the Items of Work unchanged, and adds one new \$61,000. Item of Work, with the Net Reduction from the October 12, 1977 estimate of \$281,108.

Aside from the above noted reduction to costs of individual Work Items, the October 26, 1977 Revised Budget Estimate of \$10,828,492.,

continued page 3

explicitly Excludes from the Total Budget Price, the following:

- Cost of Tunnel Construction: \$150,000.
(reduced from \$200,000.
October 12, 1977 price)
- Cost of an additional escalator: \$104,000.
- Cost of Performance Bonds: approx. \$ 37,000.,

and also drops from the estimated Budget Price the following Items of Work which had been included in the October 12, 1977 estimates:

- Relocation of the existing 18" sewer line: \$ 30,500.
- Drainage system floors on grade: \$ 17,934.
- Lockers: \$ 3,000.
- Two (2) out of three (3) overhead Multi-leaf doors: \$ 11,000.
- Metal partition and glass: \$126,000.
- Vault frame, door and shelving: \$ 2,500.
- Mail box: \$ 1,000.
- Traffic signs: \$ 2,000.
- Total: \$484,934.

It is my understanding that some of the Excluded and "dropped" Items of Work were subsequently either Tendered separately or included in the Bid Packages, with the others although minor probably still required for completion of the Project, therefore if the \$484,934. total cost of the Excluded and "dropped" Items of Work were to be added to the \$10,828,492. Budget Cost, the October 26, 1977,

Total Revised Budget Price would have become \$11,313,426.00

continued page - 4

The October 26, 1977 estimate also indicates that the 5% Contingency Allowance, which in the October 12, 1977, estimate was included as a separate item, is now "included" in the costs of all individual Items of Work and thus does not appear as a separate item, but from the fact that the costs of approximately one-half of the individual Items of Work did not change from the previous October 12, 1977 Estimate of Cost, also from the spot-checks of some Individual Work Items which, although the gross cost of these Items was somewhat reduced, indicated that the "net" costs of these individual Work Items had been actually reduced by mere dollars, makes one suspect that, contrary to the indication in the estimate the 5% Contingency Allowance was in fact dropped from the October 26, 1977 Revision.

If that really was the case and if the 5% Contingency Allowance were to be re-instated in the October 26, 1977 estimate, an amount of \$549,350. would have to be added to the total Estimated Cost, and the October 26, 1977 total.

Total Estimated Cost would thus have become ... \$11,862,776.

In view of the above and since the "philosophy" behind Excluding or "dropping" various obviously necessary Items from the Total Estimated Cost of a construction Project escapes me, (because those costs are not likely to simply "go away" in actual construction just because they were excluded or omitted from the Estimator's page), it would appear to me that the October 26, 1977, \$10,828,492 Budget Price Revision was a tongue-in-cheek exercise, based on wishful thinking and with "cross our fingers" attitude.'

While I was not able to locate in the project files the subsequent Budget Revision No. 2, or its amount, the Pigott Structures Ltd. Budget Revision # 3, dated November 24, 1977, in the

Total amount of \$10,490,000,

reinstates the Construction of the Tunnel and the additional Escalator at further reduced costs, (\$147,000. and \$101,000. respectively), in the revised Budget, but still excludes the cost of Performance Bonds, (approx. \$38,000.) and the costs of the "dropped" Items listed under the comments on the October 26, 1977 Budget Revision, and only mentions the inclusion in the Revised Budget of the "elusive" Contingency Allowance but in the undisclosed amount.

continued page - 5

The Budget Revision # 4, with the

Total Revised Budget of \$10,390,000.,

prepared by Pigott Structures Ltd. and dated December 13, 1977, was arrived at by further minor reduction to previous costs of individual Items of Work, by deletion from the Budget of the Conveyor equipment while leaving in the facilities (shaft, etc.) for its provision in the future, and by re-introducing in the Budget the elusive Contingency Allowance in the amount of \$231,000. which this time is achieved by a further 2½% reduction of the estimated cost of all "major items" which had already been reduced and would leave no Contingency in individual Trade (Bid) Packages.

As I understand it, the Budget Revision # 4 was subsequently rounded up and approved as the Final Construction Budget for the Library/Farmers' Market Project in the amount of ...\$10,400,000.

(Note: The Cost of Performance Bonds, (approx. \$35,000.), and all the "dropped" Items of Work, (approx. \$190,000.), as listed in my comments on the Budget Revision # 1 of October 26, 1977, were excluded from the Budget Revision # 4 and thus from the final \$10,400,000. Construction Budget, and had they been added the Construction Budget would have become\$10,630,000.)

I would like to introduce at this point a letter from Pigott Structures Company Limited to the City of Hamilton, dated February 17, 1978, which, among other matters, contains in my view very important and indicative paragraph which seems to bear out the view I tentatively expressed in my comments on the first Revision of the Budget Cost of October 26, 1977, namely that all the downward Budget Revisions on this project were done by Estimators at their desks by reducing cost figures, rather than being done by the Library Board and their Architects at their Architects' Drafting Board by reducing the size of the building.)

I quote from the said letter:

"during the fall of 1977, we were required to prepare a series of Budgets whereby it is recorded that despite the fact that the Design Parameters did not appreciably change, the total Budget acceptable to the City did in fact shrink appreciably to its present value."

continued page - 6

When one compares the original (1st) Estimate
of October 12, 1977, in the amount of\$12,177,639,
with the cost of Bid Packages which are
now all Tendered in the total amount of \$11,974,584,
to which Pigott Structures Co. Ltd. fee
should be added 379,992
\$12,354,576,

it would appear that the original estimate, (which
also included 5% inflationary and design-development
Contingency Allowance), was less than 1-1/2% below
actual Tender Price a year later, which nowadays is
quite an estimating feat, for which, under different
circumstances, the Estimating Team should have been
commended.

B: PROPOSED DELETIONS:

While I am quite certain that the deletion of the glazed-in sides
in the elevators or reduction in the number of skylights will
not affect the functional aspects of the Project, I am also
certain that the deletion of the elevator serving also the
Mohawk-McMaster Centre area and the deletion of the Library
Escalator will affect the functional aspects of the Library.

When it comes to the deletions presently under consideration or
any further deletions or changes which might be yet proposed in
order to "save money" at this stage of the project, in my
opinion such deletions, changes and savings should be
approached and looked at from a different perspective as follows:

I am quite certain that one could design and build on top of the
Farmers' Market, a multi-storied, straight concrete block, box-
like Library, stripped down to basics but still functionally
adequate and providing same "accommodation" as in the proposed
Hamilton Library, but by far not the same Comfort and Aesthetics,
for approximately \$7,000,000.

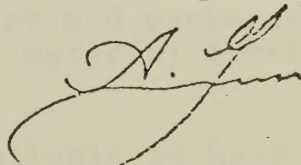
The fact that approximately \$8,500,000. had been allocated to the
Library Portion of the Complex, clearly indicates that the City
of Hamilton intended for the new Hamilton Library to be a
prestige building, at par with Hamilton Place, the Hamilton Art
Gallery, and the future Convention Centre, all located in and
forming part of the Hamilton's most ambitious development.

With so much of construction work on the Library/Farmers Market Complex already completed and with so much in progress, and with so much of the project Funds committed in already awarded Contracts, all in accordance with the original concept of the building, undertaking any deletions just because they are "functionally non-essential", in order to save some money at this late stage, would in my opinion as that of an Architect, (and as that of a taxpayer), be imprudent, sad and not worthy of our Ambitious City, especially when one considers that the deletion of all of the non-essential creature-comfort and aesthetical "niceties" presently being considered, (which could amount to a maximum saving of \$218,000. without affecting the functionality), is less than 2% of the total Cost of the Project.

One should also consider that it is the Architect's overall concept, the minor details, the creature-comforts and other intangible "non-essentials" and "niceties" which - at a price of course - make Hamilton Place, the Hamilton Place, make Hamilton Art Gallery the Hamilton Art Gallery and which hopefully would make Hamilton Library the Hamilton Library.

My recommendation therefore is that no deletions beyond the elimination of the glass sides to the elevators be made.

Yours very truly,



A. K. GERMAN -
City Architect

AKG/amj

RECEIVED 5028/7
NOV 29 1978

OFFICE OF THE BUILDING COMMISSIONER



LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON
TO FILE

ATTENTION OF

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF BUILDINGS

HAMILTON, ONTARIO

November 29, 1978

To: Mr. J. R. Jones, Secretary
Board of Control

De: Mr. P. Kuppe, P. Eng.
Building Commissioner

Re: HAMILTON CENTRAL LIBRARY AND FARMERS MARKET

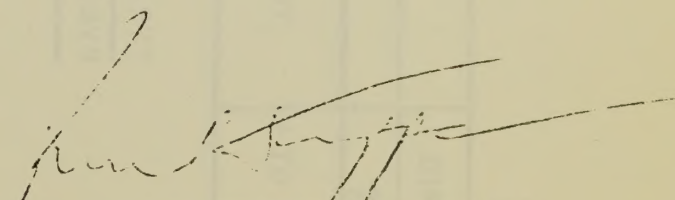
This is with reference to the Board's directive of November 17, 1978 which was accompanied with information on bid packages 1 to 7 inclusive, 9, 11, 13, 15 and 16. The balance of bid packages were a part of a separate volume of material received on 28 November 1978.

In the limited time available we have concentrated our efforts only on bid packages where the cost escalation over estimates has been greater than 25% or \$100,000.

This Department's relationship with the project architects was by virtue of ensuring compliance with building code regulations. Our interaction has been very good from the preliminary design stage through to the permit issue stages. In large projects of such nature close liaison is maintained with design professionals on code matters and we are happy to advise that all material building code issues on this project were resolved between the parties prior to January, 1978.

I trust the attached schedules are of some assistance to you.

HMH


P. KUPPE, P. ENG.

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
#1 & #6	MECHANICAL & ELECTRICAL	Nov/77	\$3,442,000	July/78	\$3,778,207	+ 10 %	\$336,207	#5 & #6

ESTIMATE PREPARED BY : COMSTOCK INTERNATIONAL LTD.
SUCCESFUL BIDDER : GOODRAM BROS. LTD. (B.P. #5)
COMSTOCK INTERNATIONAL LTD. (B.P. #6)

DATE : June, 1977
DATE : July, 1978

COMMENTS :

1. The Architect was advised by Dec./77 of the design requirements of the sprinkler systems as per N.F.P. A. Standards.
2. The additional sprinklers protection to windows facing east and south was originally outlined in the fire consultant's report -Sept. 22/77 (Rolf Jensen & Ass. Ltd.)
3. The Architect was advised by Dec./77 smoke exhaust fans were required to be provided over the atrium area.

FURTHER INFORMATION REQUIRED :

1. Details of provisions of sprinkler system.
2. Cost comparison between water storage reservoir and a heat pump system.
3. Reasons of relocation of air handling unit from market ceiling space to plaza mechanical room.

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
#9 #11	Superstructure Structural Steel	Nov./77	\$2,100,000	June 1978	\$2,455,000	+17%	\$355,000	#9 #11

PIGOTT/AVENUE/STRUCTURAL

ESTIMATE PREPARED BY :

GILBERT/CENTRAL

SUCCESSFUL BIDDER :

AVENUE STRUCTURES

DATE :

Nov./1977

DATE :

June/1978

COMMENTS :

1. Roof structure over Farmers Market changed from structural steel to reinforced concrete for fire protection purposes.
Mechanical Tower redesigned to accommodate equipment. Also additional wall room added beside Stair No. 2 (from plaza level up to 3rd floor).
Adding structures for additional escalator No. 2.

FURTHER INFORMATION REQUIRED :

1. Status of proposed \$33,795 credit due to rebar redesign.
2. Method of updating "approved estimates" as design changes are made.

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
#13	Roofing	Nov/77	\$115.000	Sept/78	\$197,135.	+71%	\$82,135.	#13

ESTIMATE PREPARED BY : RIDDEL SHEET METAL
 SUCCESSFUL BIDDER : RIDDELL SHEET METAL

DATE : OCT./77
 DATE : SEPT./78

COMMENTS :

- Piggots Approved. Estimate was based on previous roof design use for Police Administration Building as specifications for Library project were not available.
- Roof specifications for Library Project were upgraded presumably to conserve energy. This contributed to higher unit cost.
- Increased unit costs can also be attributed to number of separate roofs (15) on building.
- Budget included only 3 large + 49 small "skylights", whereas specifications included 55 "skydomes".

FURTHER INFORMATION REQUIRED :

- Reason for increase in area of roof and number of levels between estimates and final design.
- Anticipated annual maintenance and operating cost savings due to improved roof design.
- Asphalt material cost escalation as a percentage of per sq. ft. unit costs of roof.
- Difference in unit costs between "skylights" and "skydomes".

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
#15 & #16	Aluminum windows and doors. Entrances.	Nov./77	\$441,000	Aug./78	\$722,075	+64%	\$280,075	#15 & #16

ESTIMATE PREPARED BY : SENTINEL ALUMINUM

SUCCESSFUL BIDDER : SENTINEL ALUMINUM

DATE : Sept./77

DATE : Aug./78

COMMENTS :

1. Louvers were not specifically identified as having been included in the original budget.
The cost of sunscreens was omitted on the original estimates.
At the time of preparation of the original budget, the detailed requirements for all entrance doors were not available.
The Architect was advised by Dec./77 that steel framing was required in the windows on the east elevation.

FURTHER INFORMATION REQUIRED :

1. Cost benefit analysis of energy saving devices including sun screens.
2. Reason for change of specifications from "Sentinel 3875 Series" Aluminum frames specified in "preliminary specs".
3. Details of concordance between preliminary design and contract specifications.

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
#10 & #11	MISC. & METAL WORK	Nov/77	\$172,000	Nov/78	\$224,000	+30%	\$52,000	#10 & #21

ESTIMATE PREPARED BY : CENTRAL STEEL

DATE : Nov/77

SUCCESSFUL BIDDER : FERRINGTON FABRICATORS

DATE : Nov/78

COMMENTS :

1. Exit stair now of steel construction, transfer from B.P. #9.

FURTHER INFORMATION REQUIRED :

1. Details of cost increases not available at this time.

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
1	INTERIOR GLAZING	Nov/77	\$15,000	Nov/78	\$49,295	+229%	\$34,295	#24

ESTIMATE PREPARED BY : SENTINEL ALUMINUM
SUCCESSFUL BIDDER : HARRISON GLASS

DATE : Nov/77
DATE : Nov/78

COMMENTS :

1. The Architect claims that there is no change in scope

FURTHER INFORMATION REQUIRED :

1. Details of cost increase not available at this time.

HWILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
#26	PLASTERING & DRYWALL	Nov/77	\$160,000	Nov/78	\$233,000	+46%	\$73,000	#26

ESTIMATE PREPARED BY : PJ DALY PLASTERING

DATE : Nov/77

SUCCESSFUL BIDDER : PJ DALY PLASTERING

DATE : Nov/78

COMMENTS :

1. The change in scope has been identified by Architect as follows:
 - a) partitions for approximately 6 offices.
 - b) increase in bulkheads.

FURTHER INFORMATION REQUIRED :

Quantities and unit prices used in original estimate.

Case No.	Description	Investigation Details		Revised Details		Discrepancy		Remarks
		Date	Time	Date	Time	Value	Value	
101	Investigation of [illegible]	10/1/2023	10:00 AM	10/1/2023	10:00 AM	100,000	100,000	

RECEIVED BY: [illegible]
 DATE: [illegible]
 TIME: [illegible]

DATE: [illegible]
 TIME: [illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE: [illegible]

Investigation conducted on [illegible] at [illegible] location.

Investigation conducted on [illegible] at [illegible] location.

Investigation conducted on [illegible] at [illegible] location.

Investigation conducted on [illegible] at [illegible] location.

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
1	Hollow Metal Doors	Nov. 1977	\$ 48,000	Nov. 1978	\$ 94,873	+ 98%	\$ 46,873	# 31

ESTIMATE PREPARED BY : National Milwork

SUCCESSFUL BIDDER : Harm Schilthuis and Son

DATE : November 1977

DATE : November 1978

COMMENTS :

1. This BP deals with the installation of manufactured specialties + HM Doors and frames.
2. Scope of work has increased.

FURTHER INFORMATION REQUIRED :

Quantities and unit prices used in preparation of estimate.

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
#2	REFINISHED CABINET WORK	Nov/77	\$55,000	Nov/78	\$193,865	+252%	\$138,865	#3

ESTIMATE PREPARED BY : NATIONAL MILLWORK CO. LTD.
SUCCESSFUL BIDDER : NATIONAL MILLWORK CO. LTD.

DATE : Nov/77
DATE : Nov/78

COMMENTS :

- 1. Increase in scope of work identified by Architect as:
 - a) Number of wood doors increased.
 - b) Wood partitions transferred from bid package #23.
 - c) Part of ceiling grid transferred from B.P. #21.

FURTHER INFORMATION REQUIRED :

Quantities and unit prices used in original estimate.

HAMILTON LIBRARY PROJECT

BID PKG.	DESCRIPTION	APPROVED ESTIMATE		REVISED TENDER		DIFFERENCE		BID PKG.
		DATE	AMOUNT	DATE	AMOUNT	%	AMOUNT	
17	Miscellaneous Concrete	Nov. '77	\$ 48,000	Nov. '78	\$ 158,031	+ 229 %	\$ 110,031	# 37

ESTIMATE PREPARED BY : Pigott Structures
SUCCEFUL BIDDER : Avenue Structures

DATE : Nov. 1977
DATE : Nov. 1978

COMMENTS : Increase in scope identified by architect
as lightweight concrete fill for roof areas.

FURTHER INFORMATION REQUIRED : Quantity+unit prices of
lightweight concrete.

Page 1 of 1

Date	Time	Location	Activity	Weather		Notes
				Temp	Wind	
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Wind: 5 mph

Temp: 51°F
Wind: 5 mph

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W.L. PHILLIPS
B.A.Sc., M.E.I.C., P.ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO.

ATTENTION OF

W.L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

23 August 1979.

RECEIVED

SEP 10 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market

Members of the Board:

We have carried out a review of this project and particularly
the budget as approved by City Council.

The following is the result of our review:-

Total Value of Contracts Awarded	\$10,912,568.50
Value of Change Orders (Credit)	249,317.37
Net Value of Contracts to Date	\$10,663,251.13
Other Costs	852,244.94
Total Commitments to Date	\$11,515,496.07
Approved Budget	\$11,612,000.00
Surplus or (Deficit)	\$ 96,503.93

The details of this are shown on Schedule 1, attached herewith.

The Construction Manager has advised me that there are
additional costs that we will encounter before the completion
of the project. These costs fall into two categories as
follows:-

Cont'd.....

Mr. Chairman and Members,
Board of Control
Cont'd.....

Change Notices for which no Change orders have been approved	\$294,808.17
Other Costs	\$154,167.00
Total	\$448,975.17

Based on these additional costs, the cost of this project
would be as follows:-

Total Contract Price	\$10,958,059.30
Other Costs	1,051,411.94
Total	\$12,009,471.24
Approved Budget	11,612,000.00
Over Budget	\$ 397,471.24

As shown above, based on the figures provided by the
Construction Manager, we would be \$397,471.24 over budget.
This does not make any allowance for any additional costs
that will occur in the future.

The additional costs are as follows:-

1. Change Notices

Change Notices that have been issued but for which no
Change Orders are approved are estimated to cost
\$294,808.37 and include the following:-

- (a) Changes to Bid Package No. 5 (Mechanical)
There change notices are estimated to cost
\$167,304.67. In a separate report, I have
forwarded a Change Order for this bid
package in the amount of \$118,774.43 covering
the updating of mechanical works to conform
with the architectural drawings, changes to the
roof drain system and rain water leaders, and
revisions to the fireprotection system. The
remainder of the extra cost associated with
this bid package is mechanical work associated
with the access tunnel which was not included
at the time of tendering.

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1. Change Notices.....Cont'd

- (b) Changes to Bid Package No. 6 (Electrical)
Change Notices have been issued in an estimated amount of \$69,249.75. In a separate report, I have forwarded, a Change Order for this bid package in the amount of \$47,520.75 which covers the cost of updating the electrical work to conform with the architectural drawings, revisions to security system and additional outlets for power and telephones. The remainder of the extra cost is for various minor items.
- (c) Changes to Bid Package No. 34 (Carpeting)
These changes involve a change in procedure to allow the partitions to be installed before the carpeting whereas the present contracts contemplate the carpeting being installed before the partitions. This involves extra cutting etc. and the contractor has submitted a price of \$17,999.75 for this change. This price is under review, but it appears excessive.
- (d) Changes to Bid Package No. 37 (Misc. Concrete)
Changes to this bid package, in the amount of \$38,968.22 covers the cost of supplying and placing precast pavers along York Boulevard adjacent to the site as well as other areas on the site. This price is considerably higher than the cost of a normal sidewalk. Therefore, this cost is under review. In addition, the cost of these sidewalks should not be included as they are covered in another budget.
- (e) Changes to Other Bid Packages
The changes shown for other bid packages are extras and credits in small amounts.

In addition, the City will be faced with the following additional costs:-

1. Construction Management Fee

When we received proposals for the construction management for this project, we specified that the bidder provide for a period of 22 months in order that all bidders would submit their bids on the same basis. I have received a request for an extension of time and additional payment under this contract because the completion of the project will be delayed from the original schedule. This delay

Cont'd.....

1. General Information

(a) The purpose of this report is to provide information regarding the results of the study conducted by the research team. The study was designed to investigate the effects of the intervention on the target population. The results of the study are presented in the following sections.

(b) The study was conducted in a controlled environment. The participants were recruited from a local community. The study was approved by the Institutional Review Board (IRB) of the university. The results of the study are presented in the following sections.

(c) The study was conducted in a controlled environment. The participants were recruited from a local community. The study was approved by the Institutional Review Board (IRB) of the university. The results of the study are presented in the following sections.

(d) The study was conducted in a controlled environment. The participants were recruited from a local community. The study was approved by the Institutional Review Board (IRB) of the university. The results of the study are presented in the following sections.

In addition, the study was conducted in a controlled environment. The participants were recruited from a local community. The study was approved by the Institutional Review Board (IRB) of the university. The results of the study are presented in the following sections.

2. Methodology

The study was conducted in a controlled environment. The participants were recruited from a local community. The study was approved by the Institutional Review Board (IRB) of the university. The results of the study are presented in the following sections.

Mr. Chairman and Members
Board of Control
Cont'd.....

has been caused by the discussions respecting the contract documents (March 6, 1978 to May 1, 1978) and due to the carpenters' strike (20 July 1978 to 7 September 1978). The details of this claim are contained in a letter dated 2 April 1979 from Pigott Construction Co. Ltd. (copy attached). The amount of this claim is \$61,767.00.

2. Site Services

I have received a report from Pigott Construction Ltd. that they anticipate additional costs, in the amount of \$67,400.00, for site services such as heating, snow clearing and other miscellaneous expenses. These additional costs are the result of the delays encountered by the discussions respecting the contract document and the carpenters' strike.

3. Structural Engineering Services

Some time ago, I was approached by the architect with a recommendation that the services of a structural engineer be provided during the construction of the structure. I reviewed this and in the case of reinforced concrete structure it is common practice to have the steel and formwork inspected by a structural engineer before and during the pouring of concrete. I agreed with this recommendation and I now present it to you for approval for payment at a cost of \$20,000.00 estimated.

4. Other Charges

We have made an allowance of \$5,000.00 for future costs that the City may encounter.

As seen above, if all the change notices that have been issued are approved, the cost will exceed the approved budget by \$397,471.24. However, as indicated above, it would appear to me that all these costs will not be approved. I would estimate that about \$350,000.00 is required. In addition, an allowance should be made for other change notices that have to be issued. I would suggest that a further \$150,000.00 be provided, making a total overrun of \$500,000.00

It is imperative that this project continue and that the following be approved:

The first object of the investigation was to determine the extent of the damage to the property of the insured. The second object was to determine the cause of the damage. The third object was to determine the amount of the loss. The fourth object was to determine the amount of the insurance. The fifth object was to determine the amount of the premium. The sixth object was to determine the amount of the interest. The seventh object was to determine the amount of the commission. The eighth object was to determine the amount of the expense. The ninth object was to determine the amount of the profit. The tenth object was to determine the amount of the loss.

3. The Insurance

I have examined the policy of insurance and find that it is a valid and enforceable contract. The policy is issued by the Insurance Company of America, a corporation organized under the laws of the State of New York. The policy is in full force and effect. The amount of the insurance is \$100,000.00. The premium is \$100.00 per annum. The interest is 4% per annum. The commission is 5% per annum. The expense is 1% per annum. The profit is 1% per annum. The loss is \$100,000.00.

4. The Loss

I have examined the loss and find that it is a valid and enforceable claim. The loss is caused by the fire which broke out on the night of the 10th day of October, 1910. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00.

5. The Amount

The amount of the loss is \$100,000.00. The amount of the insurance is \$100,000.00. The amount of the premium is \$100.00 per annum. The amount of the interest is 4% per annum. The amount of the commission is 5% per annum. The amount of the expense is 1% per annum. The amount of the profit is 1% per annum. The amount of the loss is \$100,000.00.

As soon as the loss was reported, the Insurance Company of America immediately began its investigation. It was found that the loss was caused by the fire which broke out on the night of the 10th day of October, 1910. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00. The loss is the amount of the property destroyed, which is \$100,000.00.

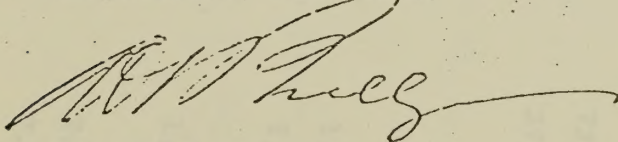
It is recommended that the Insurance Company of America pay the amount of the loss to the insured. The amount of the loss is \$100,000.00. The amount of the insurance is \$100,000.00. The amount of the premium is \$100.00 per annum. The amount of the interest is 4% per annum. The amount of the commission is 5% per annum. The amount of the expense is 1% per annum. The amount of the profit is 1% per annum. The amount of the loss is \$100,000.00.

Mr. Chairman and Members
Board of Control
Cont'd.....

Recommendation

1. That the approved budget for this project be increased by \$500,000.00 which will increase the total cost from \$11,712,000.00 to \$12,212,000.00.
2. That the contract for construction management in favour of Pigott Construction Limited be increased from \$379,992.00 to \$441,759.00, an increase of \$61,767.00.
3. That the cost of the site work to be done by Pigott Construction Ltd. be increased by \$67,400.00.
4. That a purchase order be issued to Omen Lee & Associates Limited in the amount of \$20,000.00 to cover the cost of site work relating to the construction of the concrete superstructure.
5. That the Change Order No. 7 for bid package No. 5 in favour of Goodram Bros. Ltd. in the amount of \$118,774.43 be approved as outlined in a separate report.
6. That Change Order No. 8 for bid package No. 6 in favour of Comstock International Ltd. in the amount of \$47,520.75 be approved as outlined in a separate report.
7. That your Board recommend the method of financing.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:js
Attach.

c.c.:--Controller R. Morrow

Findings

1. That the respondent's salary for the year 2009 was \$200,000.00 which was increased to \$210,000.00 for the year 2010.
2. That the respondent's salary for the year 2011 was \$215,000.00 which was increased to \$220,000.00 for the year 2012.
3. That the respondent's salary for the year 2013 was \$225,000.00 which was increased to \$230,000.00 for the year 2014.
4. That the respondent's salary for the year 2015 was \$235,000.00 which was increased to \$240,000.00 for the year 2016.
5. That the respondent's salary for the year 2017 was \$245,000.00 which was increased to \$250,000.00 for the year 2018.
6. That the respondent's salary for the year 2019 was \$255,000.00 which was increased to \$260,000.00 for the year 2020.
7. That the respondent's salary for the year 2021 was \$265,000.00 which was increased to \$270,000.00 for the year 2022.

Respectfully,
[Signature]

City Engineer
City of [City Name]

Page 1
Total

City of [City Name]

CONTRACT NO.	BID PACKAGE	DESCRIPTION	BUDGET	LOW TENDER	NET AMOUNT OF CHANGE ORDERS APPR'D. CREDIT	NET AMOUNT OF CHANGE ORDERS APPR'D. EXTRA	REVISED CONTRACT PRICE
E-77-20(LM)	1	Excavation	\$ 210,000	\$ 141,201	\$ 2,224.87		\$ 138,976.13
E-78-1(LM)	2	Footings	238,000	238,542		\$ 3,805.92	242,347.92
E-78-6(LM)	3	Substructure	600,000	610,900		3,569.00	614,469.00
E-78-7 (LM)	4	Conduit System	10,000	7,498	105.00		7,393.00
E-78-10(LM)	5	Mechanical	2,293,000	2,535,000	141,099.54		2,393,900.46
E-78-11(LM)	6	Electrical	1,150,000	1,345,667	53,182.00		1,292,485.00
E-78-12(LM)	7	Elevators	434,000	450,315	55,535.00		394,780.00
E-78-37(LM)	8	Conveyor	30,000	18,339			18,339.00
E-78-13 (LM)	9 & 11	Superstructure & Structural Steel	2,100,000	2,455,000		45,832.62	2,500,832.62
E-78-14(LM)	13	Roofing	115,000	209,770	73,597.00		136,173.00
E-78-38(LM)	14	Exterior Wall Panels	224,000	167,600	27,198.00		140,402.00
E-78-25(LM)	15 & 16	Aluminium Windows & Doors	442,000	798,213		533.00	798,746.00
E-78-27(LM)	18	Masonry	42,000	103,740	380.20		103,359.80
E-78-28(LM)	19	Hollow Metal Doors	29,000	45,996		10,410.00	56,406.00
E-78-39(LM)	20	Hardware	54,000	44,519	1,095.00		43,424.00
E-78-29(LM)	21 & 10	Misc. Metal Work	172,000	224,000	2,153.00		221,847.00
E-78-30(LM)	22	Tunnel	226,000	238,144			238,144.00
E-78-32(LM)	24	Interior Glazing	15,000	49,295	1,788.88		47,506.12
E-78-33(LM)	25	Overhead Doors	23,000	18,632			18,632.00
E-78-34(LM)	26	Plastering, Drywall	160,000	233,000	2,468.00		230,532.00
E-78-35(LM)	27	Coffered Ceiling	132,000	53,040	7,911.50		45,128.50
E-78-40(LM)	28 & 35	Quarry, Vinyl Tile	87,000	65,900			65,900.00
E-78-41(LM)	29	Painting	105,000	108,960		7,525.00	116,485.00
E-78-41(LM)	30	Washroom Accessories	9,000	7,849		1,575.00	9,424.00

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SEP 10 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Schedule I

CONTRACT NO.	BID PACKAGE	DESCRIPTION	BUDGET	LOW TENDER	NET AMOUNT OF CHANGE ORDERS APP'D.	NET AMOUNT OF CHANGE ORDERS APP'D EXTRA	REVISED CONTRACT PRICE
E-78-41(LM)	30B	Wardrobe Accessories	\$ 3,000	695			695.00
E-78-41(LM)	30C	Rolling Shutters	8,000	6,529			6,529.00
E-78-41(LM)	30D	Exp. Joint Covers,					
		Foot Grille	3,000	2,422			2,422.00
E-78-42(LM)	32	Refinished Cabinet Work	55,000	193,865	7,867.00		185,998.00
E-78-43(LM)	33, 17 & 31	Hollow Metal Doors (Install)	57,000	94,873		54,502.20	149,375.20
E-78-44(LM)	34	Carpeting	193,000	216,645		186.22	216,831.22
E-78-46A(LM)	36A	Flag Pole	900	1,320			1,320.00
E-78-46B(LM)	36B	Toilet Compartments	5,900	11,713			11,713.00
E-78-46C(LM)	36C	Folding Partitions	28,000	16,500			16,500.00
E-78-46D(LM)	36D	Security Grilles	2,500	29,951			29,951.00
E-78-46E(LM)	36E	Ext. Sign Letters	4,000	1,484.50			1,484.50
E-78-46F(LM)	36F	Chalkboards & Tackboards	1,700	1,950			1,950.00
E-78-47(LM)	37	Misc. Concrete	48,000	158,031	651.34		157,379.66
E-78-48(LM)	38	Caulking	4,000	5,470			5,470.00
			\$ 9,314,000	\$10,912,568.50	\$377,256.33	\$127,938.96	\$10,663,251.13

Allowances

Landscaping	30,000
Final Cleaning	15,000
Contingency (including allowance for R.P.#12 and #23)	301,000

DESCRIPTION	BUDGET	LOW TENDER	NET AM'T. OF		NET AM'T.		REVISED CONTRACT PRICE
			CHANGE ORDERS APPROVED CREDIT	CHANGE ORDERS APPROVED EXTRA	CHANGE ORDERS APPROVED	CHANGE ORDERS APPROVED	
Construction Mgt. (including 50% Bond on Mgt. Fee	\$ 379,992	\$ 379,992.00				\$ 379,992.00	
Construction Mgt. Site Work	208,240	208,240.00				208,240.00	
City Site Work including:	141,760						
-Testing & Inspection							
Trow		29,000.00				29,000.00	
Environmental Control		28,800.00				28,800.00	
Westinghouse		3,890.00				3,890.00	
Roofing Inspection		1,000.00				1,000.00	
-Security		54,000.00				54,000.00	
-Insurance		78,742.07				78,742.07	
-Permits		47,060.00				47,060.00	
-Other Charges including Office Supplies, salaries for project		21,520.87				21,520.87	
Additional Funds Approved by the City	1,222,000						
	\$11,612,000.00	\$11,764,813.44	\$377,256.33	\$127,938.96	\$ 11,515,496.07		

Net Underrun: \$96,503.93

HAMILTON CENTRAL LIBRARY AND FARMERS' MARKET - WORKING BUDGET (WITH CHANGE ORDERS NOT APPROVED)

Schedule II

CONTRACT NO.	BID PACKAGE	DESCRIPTION	BUDGET	LOW TENDER	NET AMOUNT OF CHANGE ORDERS APPROVED	NET AMOUNT OF CHANGE ORDERS NOT APPROVED	REVISED CONTRACT PRICE
E-77-20(LM)	1	Excavation	\$ 210,000	\$ 141,201	\$ 2,224.87 CR*		\$ 138,976.13
E-78-1(LM)	2	Footings	238,000	238,542	3,805.92		242,347.92
E-78-6(LM)	3	Substructure	600,000	610,900	3,569.00		614,469.00
E-78-7(LM)	4	Conduit System	10,000	7,498	105.00 CR		7,393.00
E-78-10(LM)	5 & 31	Mechanical	2,293,000	2,535,000	141,099.54 CR	167,304.67	2,561,205.13
E-78-11(LM)	6	Electrical	1,150,000	1,345,667	53,182.00 CR	69,249.75	1,361,734.75
E-78-12(LM)	7	Elevators	434,000	450,315	55,535.00 CR		394,780.00
E-78-37(LM)	8	Conveyor	30,000	18,339			18,339.00
E-78-13(LM)	9 & 11	Superstructure & Structural Steel	2,100,000	2,455,000	45,832.62	687.60 CR	2,500,145.02
E-78-14(LM)	13	Roofing	115,000	209,770	73,597.00 CR		136,173.00
E-78-38(LM)	14	Exterior Wall Panels	224,000	167,600	27,198.00 CR		140,402.00
E-78-25(LM)	15 & 16	Aluminium Windows & Doors	442,000	798,213	533.00		798,746.00
E-78-27(LM)	18	Masonry	42,000	103,740	380.20 CR		103,359.80
E-78-28(LM)	19	Hollow Metal Doors	29,000	45,996	10,410.00	730.00	57,136.00
E-78-39(LM)	20	Hardware	54,000	44,519	1,095.00 CR	727.33	44,151.33
E-78-29(LM)	21 & 10	Misc. Metal Work	172,000	224,000	2,153.00 CR		221,847.00
E-78-30(LM)	22	Tunnel	226,000	238,144			238,144.00
E-78-32(LM)	24	Interior Glazing	15,000	49,295	1,788.88 CR	581.67 CR	46,924.45
E-78-33(LM)	25	Overhead Doors	23,000	18,632			18,632.00
E-78-34(LM)	26	Plastering, Drywall	160,000	233,000	2,468.00 CR	414.00 CR	230,118.00
E-78-35(LM)	27	Coffered Ceiling	132,000	53,040	7,911.50 CR		45,128.50
E-78-40(LM)	28 & 35	Quarry, Vinyl Tile	87,000	65,900			65,900.00
E-78-41(LM)	29	Painting	105,000	108,960	7,525.00	145.00 CR	116,340.00
E-78-41(LM)	30A	Washroom Accessories	9,000	7,849	1,575.00	97.72	9,521.72

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LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

CONTRACT NO.	BID PACKAGE	DESCRIPTION	BUDGET	LOW TENDER	NET AMOUNT OF CHANGE ORDERS APPROVED	NET AMOUNT OF CHANGE ORDERS NOT APPROVED	REVISED CONTRACT PRICE
E-78-41(LM)	30B	Wardrobe Accessories	\$ 3,000	\$ 695			\$ 695.00
E-78-41(LM)	30C	Rolling Shutters	8,000	6,529			6,529.00
E-78-41(LM)	30D	Exp. Joint Covers, Foot Grille	3,000	2,422			2,422.00
E-78-42(LM)	32	Refinished Cabinet Work	55,000	193,865	7,867.00 CR	1,385.00	187,383.00
E-78-43(LM)	33 631	Hollow Metal Doors (Install)	57,000	94,873	54,502.20	174.00	149,549.20
E-78-44(LM)	34	Carpeting	193,000	216,645	186.22	17,999.75	234,830.97
E-78-46A(LM)	36A	Flag Pole	900	1,320			1,320.00
E-78-46B(LM)	36B	Toilet Compartments	5,900	11,713			11,713.00
E-78-46C(LM)	36C	Folding Partitions	28,000	16,500			16,500.00
E-78-46D(LM)	36D	Security Grilles	2,500	29,951			29,951.00
E-78-46E(LM)	36E	Ext. Sign Letters	4,000	1,484.50			1,484.50
E-78-46F(LM)	36F	Chalkboards & Tackboards	1,700	1,950			1,950.00
E-78-47(LM)	37	Misc. Concrete	48,000	158,031	651.34 CR	38,968.22	196,347.88
E-78-48(LM)	38	Caulking	4,000	5,470			5,470.00
			\$9,314,000	\$10,912,568.50	\$249,317.37CR	\$294,808.17	\$10,958,059.30
<u>Allowances</u>							
		Landscaping	\$ 30,000	\$30,000			\$ 30,000.00
		Final Cleaning	15,000	15,000			15,000.00
		Contingency (Including allowance for H.P. #12 and #23)	301,008				

DESCRIPTION	BUDGET	TENDER	NET AMOUNT OF CHANGE ORDERS APPROVED	NET AMOUNT OF CHANGE ORDERS NOT APPROVED	REVISED CONTRACT PRICE
Construction Mgt. (including 50% Bond for Mgt. Fee)	\$ 379,992	\$ 379,992		\$ 61,767.00	\$ 441,759.00
Construction Mgt. Site Work	208,240	208,240		67,400.00	275,640.00
City Site Work including:	141,760				
-Testing & Inspection					
Trow		29,000			29,000.00
Environmental Control		28,800			28,800.00
Westinghouse		3,850			3,890.00
Roofing Inspection		1,000			1,000.00
-Security		54,000			54,000.00
-Insurance		78,742.07			78,742.07
-Permit		47,060.00			47,060.00
-Other Charges including		21,520.87		5,000.00	26,520.87
Office Supplies, salaries for project					
Omen Lee				20,000.00	20,000.00
Additional Funds Approved by the City	1,222,000				
	\$ 11,612,000	\$ 11,809,813.44	\$ 249,317.37	\$ 446,975.17	\$ 12,009,471.24

ADDENDUM NO. 2

Bid Package and Brief Description

Amount shown on report of City Eng. dated 23 Aug. 1979	Adjustment	Revised Estimated Cost
\$167,304.67	--	\$167,304.67
\$ 69,249.75	--	\$ 69,249.75
\$ 17,999.75	\$14,999.75 (credit)	\$ 3,000.00
\$ 38,968.22	\$32,968.22 (credit)	\$ 6,000.00
\$ 61,767.00	--	\$ 61,767.00
\$ 67,400.00	--	\$ 67,400.00

1) Bid Package No. 5 (Mechanical) -
updating of contract to conform with
completed Architectural Drawings plus
fine tuning of system.

2) Bid Package No. 6 (Electrical) -
updating of contract to conform with
completed Architectural Drawings
plus other minor revisions.

3) Bid Package No. 34 (Carpeting) -
revise timing of carpeting to
provide for drywall work being done
before carpeting. This credit is
due to negotiations to date with the
contractor on the size of the extra
being claimed.

4) Bid Package No. 37 (Misc. Concrete) -
supply and placement of precast pavers
along York Boulevard. The credit
reflects the use of regular concrete
sidewalks and is only that portion
attributable to this budget. The
sidewalk on the York Boulevard road
allowance is estimated at \$14,000.00
and will be financed from the general
budget for Lloyd D. Jackson Square
which is shareable with the Provincial
and Federal Governments.

5) Construction Management Fee -
This is an extension to the original
22 month contract and is due to delays
relating to the contract documents and
the carpenters' strike.

6) Site Services - This is for additional
costs, such as heating and snow clearing
and are due to the delays relating to the
contract documents and the carpenters'
strike.

Continued.....

1. The first part of the report is devoted to a general survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

2. The second part of the report is devoted to a detailed survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

3. The third part of the report is devoted to a detailed survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

4. The fourth part of the report is devoted to a detailed survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

5. The fifth part of the report is devoted to a detailed survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

6. The sixth part of the report is devoted to a detailed survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

7. The seventh part of the report is devoted to a detailed survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

8. The eighth part of the report is devoted to a detailed survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

9. The ninth part of the report is devoted to a detailed survey of the situation in the country. It is a very interesting and useful survey, and it is well worth reading. It is a very good example of the kind of report that should be written.

ADDENDUM NO. 2

<u>Bid Package and Brief Description</u>	Amount shown on report of City Eng. dated 23 Aug. 1979	Adjustment	Revised Estimated Cost
7) Structural Engineering Services - This is for inspection of steel and formwork before and during concrete pours. The extra is a correction to the report of the City Engineer dated 23 August 1979.	\$ 20,000.00	\$ 5,000.00 (extra)	\$ 25,000.00
8) Other charges. These relate to office supplies and distributable salaries for the project as required by the City Engineer.	\$ 5,000.00	--	\$ 5,000.00
9) Miscellaneous Bid Package Changes - These are minor changes which require credits or extra contract changes.	\$ 1,285.78	--	\$ 1,285.78

10 September 1979

jb

ADDENDUM N^o 5

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SEP 10 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

4 September 1979

Memorandum to: Controller R. M. Morrow
Controller J. A. BethuneRe: The Use of Technical Bulletins for Expediting
Works - Hamilton Central Library/Market

Dear Sirs:

A. Bid Package No. 5 (Mechanical)

Change Notice No. 5 to this bid package was prepared and on 21 December 1978 it was issued to Goodram Bros. (the contractor) for pricing.

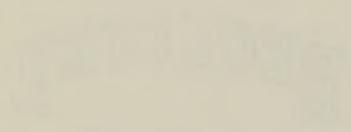
Shortly after this date the Construction Manager requested permission to proceed with some of this work. If he could not proceed, the work would be delayed with additional cost. On 8 January 1979, a Technical Bulletin was issued for up to \$17,000.00 worth of work as described in the Change Notice. Later on 3 May 1979 a further Technical Bulletin was issued for \$40,000.00. This brought the total authorized to \$57,000.00.

The contractor submitted his price to the Construction Manager on 23 April 1979. These prices were checked by the architect and construction manager. A request for a change order was submitted to the City on 16 July 1979.

B. Bid Package No. 6 (Electrical)

Change Notice 7 and 7A to this Bid Package were issued on 26 January 1979 and 2 April 1979, respectively, to Comstock International (the contractor) for pricing. On 3 May 1979, a Technical Bulletin was issued for up to \$20,000 worth of works, as described in the two above-noted Change Notices.

Continued.....



THE UNIVERSITY OF CHICAGO
LIBRARY

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LIBRARY

B. Bid Package No. 6 (Electrical) Cont'd.....

The Contractor originally submitted prices on 30 April, 1979, for the works outlined in the appropriate Change Notices.

The Architect and Construction Manager reviewed the prices and concluded that they were excessive.

However, in order not to hold up work on the site in these and many of the other trades, it was deemed that the work in these Change Notices had to proceed. The alternative of delays, which lead to more costs, was not seen as acceptable.

Accordingly, Technical Bulletins were issued for a portion of the anticipated costs of this work so that work could continue on site.

It was not possible, at that time, to have a Change Order approved and issued as the dollar value of the proposed works was not finalized.

A request for a Change Order was submitted to the City on 16 July 1979.

C. General

We point out that, at the time of issuance of the Technical Bulletins, we were not aware of the possibility of a budget overrun.

It was decided to go along with these Technical Bulletins as we were advised that the review of the prices was near completion and a Change Order could be issued shortly thereafter.

This process consumed much more time than we expected.

We suggest that the issuance of Technical Bulletins for this project be discouraged. However, should it be necessary to provide a Technical Bulletin, it should have to be approved by the Board of Control prior to being issued. This will enable the Board to regulate, authorize and be aware of these bulletins and the circumstances that make them necessary.

Yours very truly,

City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

DH:jb

1. Background

The Commission on the Status of Women, established in 1946, was the first international body to deal with the status of women. It was created by the Economic and Social Council of the United Nations.

The Commission has since then been instrumental in the development of international law and policy relating to the status of women.

In 1979, the Commission adopted the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW). This Convention is the most comprehensive international instrument for the promotion of gender equality and the elimination of discrimination against women.

Article 1 of CEDAW defines discrimination against women as any distinction, exclusion, or restriction made on the basis of sex which has the purpose or effect of impairing or nullifying the recognition, enjoyment, or exercise by women of their human rights and fundamental freedoms.

In the present case, the Commission has found that the respondent has failed to comply with its obligations under CEDAW to ensure the full and equal participation of women in the political and public life of the country.

A request for a review of the Commission's findings was made on 10 July 1997.

2. Findings

In the present case, the Commission has found that the respondent has failed to comply with its obligations under CEDAW to ensure the full and equal participation of women in the political and public life of the country.

It was found that the respondent has failed to take effective measures to ensure the full and equal participation of women in the political and public life of the country. The Commission has found that the respondent has failed to take effective measures to ensure the full and equal participation of women in the political and public life of the country.

The Commission has found that the respondent has failed to take effective measures to ensure the full and equal participation of women in the political and public life of the country.

It was found that the respondent has failed to take effective measures to ensure the full and equal participation of women in the political and public life of the country. The Commission has found that the respondent has failed to take effective measures to ensure the full and equal participation of women in the political and public life of the country.

Very truly yours,

Chairman of the Commission
Dr. [Name]

10/10/2013

ADDENDUM N^o 3

W. H. McFARLAND, A.P.A., F.I.A.
COMMISSIONER OF FINANCE
AND TREASURER

E. C. MATTHEWS, B.A., C.A.
DIRECTOR OF FINANCE

W. SELBY, B.Sc. (MATH), M.B.A.
DIRECTOR OF SYSTEMS AND
DATA PROCESSING

THE CORPORATION OF THE CITY OF HAMILTON

TREASURY

CITY HALL
HAMILTON, ONTARIO
L8N 3T4

TEL. 521-6661

September 7, 1979

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SEP 10 1979

Controller R. Morrow
Second Floor
City Hall

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Controller Morrow

Further to our meetings of Tuesday, September 4th and Friday, September 7th, I am forwarding you the following information as to a proposed method of financing the estimated increased cost of constructing the Hamilton Public Library and Farmers Market.

From the attached statement you will note the original authorized cost of \$11,712,000 is anticipated to increase by \$600,000 to \$12,312,000. If it is the intention of the Board of Control to recommend this additional amount to City Council, I would suggest that financing be arranged in the following manner.

RECOMMENDATION

1. That the City Solicitor make application to the Ontario Municipal Board for authority to finance the increased cost of \$600,000 by the issuance of debentures.
2. That the Contingency as contained in the Capital Budget for projects to be financed by debentures be reduced by \$600,000, and that the provision for the construction of the Public Library and Farmers Market be increased by \$600,000.

For the information of the Board this will leave a balance of \$113,000 in the Contingency Account for projects to be financed by the issuance of debentures.

Yours very truly

W. H. McFarland

W. H. McFarland
Treasurer and Commissioner of Finance

WMCF/pp

Enc.

c.c. - Controller J. Bethune
- Mr. W. L. Phillips, City Engineer

City of Hamilton
Treasury

MAIN HAMILTON PUBLIC LIBRARY AND FARMERS' MARKET
ESTIMATED CONSTRUCTION COSTS

Capital Budget		Description			
Page Number	Project Number		Present Estimate	Estimated Increase	Revised Estimate
21	23400-B	Main Hamilton Public Library - Construction	9,349,000	600,000	9,949,000
21	23400-D	Main Hamilton Public Library - Internal Road System	676,000		676,000
23	26407-A	The Farmers' Market - Construction	1,632,000		1,632,000
23	26407-B	The Farmers' Market - Internal Road System	55,000		55,000
Total Construction			11,712,000 *	600,000	12,312,000

* Approved by City Council and/or Ontario Municipal Board.

September 7, 1979
WMEH/ac

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SEP 10 1979
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON



ADDENDUM N^o 4

W. H. McFarland A.P.A., R.I.A.
TREASURER AND COMMISSIONER OF FINANCE
W. H. McFarland J.A., C.A.
DIRECTOR OF FINANCE
B.Sc. (MATH), M.B.A.
DIRECTOR OF SYSTEMS AND
DATA PROCESSING

THE CORPORATION OF THE CITY OF HAMILTON
TREASURY

CITY HALL
HAMILTON, ONTARIO
L8N 3T2
TEL. 527-0241

September 7, 1979

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SEP 10 1979

Controller R. Morrow
Second Floor, City Hall

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Controller Morrow

At the meetings of September 4th and 7th, discussion took place on the additional amount required - \$600,000 - to complete construction of the Main Hamilton Public Library and Farmers Market.

I indicated to the Committee that Mr. W. Phillips and I had had discussions with representatives of the Library and been advised that some of the other projects related to this project may have to be revised. For your information I am attaching a statement indicating the other projects contained in the Capital Budget which are associated with the Main Hamilton Public Library, which discloses that there is a possibility an additional \$450,000 in total, may be required for the completion of these projects.

I should advise you that the provisions made for the two projects which show major increases were considerably less than was originally requested. The Circulation System was originally estimated to cost \$500,000, and the Capital Budget Committee made a provision of \$200,000, awaiting a study to determine whether this System could be installed on the City computer. This report has not been finalized but there is a possibility a recommendation may be forthcoming to revert back to the original idea.

In connection with the Equipment, the original request was for \$600,000 which was reduced to \$225,000 by the Capital Budget Committee. The additional \$100,000 being contemplated at this time relates basically to a telephone installation which Mr. Phillips is conversant with.

While these amounts are not finalized, I thought it advisable for you, the Board of Control and Council Members to be aware that funds may be required in addition to the amount required to complete the construction of the building.

Yours very truly

W. H. McFarland
W. H. McFarland

Treasurer and Commissioner of Finance

WMcF/pp

Enc.

c.c. - Controller J. Bethune

- Mr. W. L. Phillips, City Engineer

City of Hamilton
Treasury

STATEMENT OF PROJECTS CONTAINED IN THE CAPITAL BUDGET ASSOCIATED
WITH THE MAIN HAMILTON PUBLIC LIBRARY AND FARMERS' MARKET

Capital Budget		Description	Present Estimate	Estimated Increase	Possible Revised Estimate
Page Number	Project Number				
21	23400-A	Main Hamilton Public Library - Design Fees	682,000		682,000
23	26407	The Farmers' Market - Design Fees	121,000		121,000
21	28405	Main Hamilton Public Library - Consultant Fees	90,000	5,000	95,000
23	30407	The Farmers' Market - Installation of Refrigeration Units	125,000		125,000
			1,018,000 *	5,000	1,023,000
21	23400-B	Main Hamilton Public Library - Furniture and Shelving	930,000		930,000
21	28406	Hamilton Public Library - Circulation System	200,000	300,000	500,000
21	28408	Main Hamilton Public Library - Moving Costs	130,000		130,000
22	28409	Main Hamilton Public Library - Equipment	225,000	100,000	325,000
22	30254	Main Hamilton Public Library - Book Hoist	100,000	50,000	150,000
			1,585,000 **	450,000	2,035,000
			2,603,000	455,000	3,058,000

* Approved by City Council and/or Ontario Municipal Board.
** Not Authorized by City Council to Proceed to Date.

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SEP 10 1979
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

September 7, 1979
W.H.H./ae

CONTRACT NO.	BID PACKAGE	DESCRIPTION	BUDGET	LOW TENDER	NET AMOUNT OF CHANGE		NET AMOUNT OF CHANGE		REVISED CONTRACT PRICE
					ORDERS APPROVED	CR*	ORDERS NOT APPROVED	CR	
E-77-20(LM)	1	Excavation	\$ 210,000	\$ 141,201	\$ 2,224.87				\$ 138,976.13
E-78-1(LM)	2	Footings	238,000	238,542	3,805.92				242,347.92
E-78-6(LM)	3	Substructure	600,000	610,900	3,569.00				614,469.00
E-78-7(LM)	4	Conduit System	10,000	7,498	105.00	CR			7,393.00
E-78-10(LM)	5 & 31	Mechanical	2,293,000	2,535,000	141,099.54	CR	167,304.67		2,561,205.13
E-78-11(LM)	6	Electrical	1,150,000	1,345,667	53,182.00	CR	69,249.75		1,361,734.75
E-78-12(LM)	7	Elevators	434,000	450,315	55,535.00	CR			394,780.00
E-78-37(LM)	8	Conveyor	30,000	18,339					18,339.00
E-78-13(LM)	9 & 11	Superstructure & Structural Steel	2,100,000	2,455,000	45,832.62		687.60	CR	2,500,145.02
E-78-14(LM)	13	Roofing	115,000	209,770	73,597.00	CR			136,173.00
E-78-36(LM)	14	Exterior Wall Panels	224,000	167,600	27,198.00	CR			140,402.00
E-78-25(LM)	15 & 16	Aluminium Windows & Doors	442,000	798,213	533.00				798,746.00
E-78-27(LM)	18	Masonry	42,000	103,740	380.20	CR			103,359.80
E-78-28(LM)	19	Hollow Metal Doors	29,000	45,996	10,410.00		730.00		57,136.00
E-78-39(LM)	20	Hardware	54,000	44,519	1,095.00	CR	727.33		44,151.33
E-78-29(LM)	21 & 10	Misc. Metal Work	172,000	224,000	2,153.00	CR			221,847.00
E-78-30(LM)	22	Tunnel	226,000	238,144					238,144.00
E-78-32(LM)	24	Interior Glazing	15,000	49,295	1,788.88	CR	581.67	CR	46,924.45
E-78-33(LM)	25	Overhead Doors	23,000	18,632					18,632.00
E-78-34(LM))	26	Plastering, Drywall	160,000	233,000	2,468.00	CR	414.00	CR	230,118.00
E-78-35(LM)	27	Coffered Ceiling	132,000	53,040	7,911.50	CR			45,128.50
E-78-40(LM)	28 & 35	Quarry, Vinyl Tile	87,000	65,900					65,900.00
E-78-41(LM)	29	Painting	105,000	108,960	7,525.00		145.00	CR	116,340.00
E-78-41(LM)	30A	Washroom Accessories	9,000	7,849	1,575.00		97.72		9,521.72

*Note CR indicates Credit

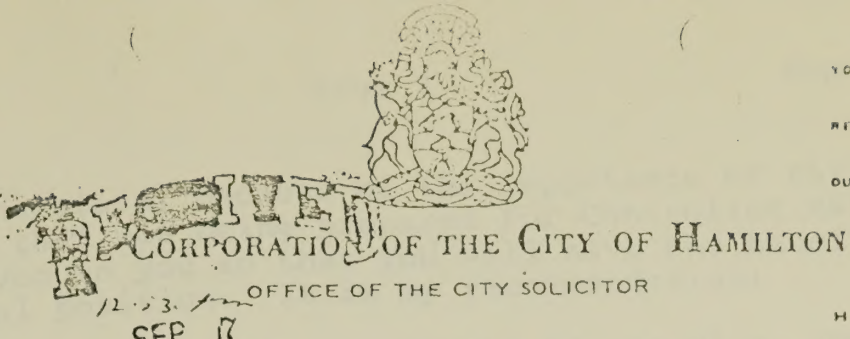
CONTRACT	FIG	DESCRIPTION	BUDGET	LOW TENDER	NET AMOUNT OF CHANGE ORDERS APPROVED	NET AMOUNT OF CHANGE ORDERS NOT APPROVED	REVISED CONTRACT PRICE
E-78-41(LM)	30B	Wardrobe Accessories	\$ 3,000	\$ 695			\$ 695.00
E-78-41(LM)	30C	Rolling Shutters	8,000	6,529			6,529.00
E-78-41(LM)	30D	Exp. Joint Covers, Foot Grille	3,000	2,422			2,422.00
E-78-42(LM)	32	Refinished Cabinet Work	55,000	193,865	7,867.00 CR	1,385.00	187,383.00
E-78-43(LM)	33 & 31	Hollow Metal Doors (Install)	57,000	94,873	54,502.20	174.00	149,549.20
E-78-44(LM)	34	Carpeting	193,000	216,645	186.22	3,000.00	219,831.22
E-78-46A(LM)	36A	Flag Pole	900	1,320			1,320.00
E-78-46B(LM)	36B	Toilet Compartments	5,900	11,713			11,713.00
E-78-46C(LM)	36C	Folding Partitions	28,000	16,500			16,500.00
E-78-46D(LM)	36D	Security Grilles	2,500	29,951			29,951.00
E-78-46E(LM)	36E	Ext. Sign Letters	4,000	1,484.50			1,484.50
E-78-46F(LM)	36F	Chalkboards & Tackboards	1,700	1,950			1,950.00
E-78-47(LM)	37	Misc. Concrete	48,000	158,031	651.34 CR		163,379.66
E-78-48(LM)	38	Caulking	4,000	5,470			5,470.00
			\$9,314,000	\$10,912,568.50	\$249,317.37CR	\$246,840.20	\$10,910,091.33

Allowances

Landscaping	\$ 30,000	\$30,000
Final Cleaning	15,000	15,000
Contingency (Including allowance for B.P. #12 and #23)	301,008	\$ 30,000.00 15,000.00

K. A. ROUFF
CITY SOLICITOR

SOLICITORS:
W.M. McCULLOCH
P.W. EKER
D.R. VICKERS
P.R.A. HOOKER
D.A. POWERS
A.K. MEEMA



YOUR FILE NO.

REPLY ATTENTION: K. A. Rouff

OUR FILE NO. 30-2.19(a)

CITY HALL
HAMILTON, ONTARIO
L8N 3T4

TEL. 527-0241

September 7, 1979

SEP 7 12:33
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

RECEIVED
12:33
SEP 7 1979

RECEIVED
12:35
SEP 7

Chairman and Members
Board of Control

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Members of the Board:

Re: Library -- Farmers' Market
Cost "over-run"

On my return from the Bar Meeting in Calgary, I had a telephone call from Alderman Wheeler, who wanted my views on the recent "cost over-run" with respect to this project. I told the Alderman that I had just returned to the office and had no knowledge of the matter, except what I had read in the newspaper. Subsequently, in the afternoon, our Mr. McCulloch told me that Controller Valeriano had, a few days before, given him a copy of the letter to you of August 23 from Mr. W. L. Phillips, the City Engineer and Co-ordinator, Lloyd D. Jackson Square, and had asked him to prepare comments on it; Mr. McCulloch was in the process of preparing these comments.

I reviewed the matter and asked him to proceed with the report for Controller Valeriano, expecting that, at some time your Board would be asking me for advice on the City's position. In the meantime, Controller Morrow spoke to me to the effect that he and Controller Bethune had been appointed to prepare a report with recommendations for Board of Control and City Council and that he was very anxious that the project should be completed with a minimum of delay. He added that he proposed to give his report to Council as early as possible. In the course of his endeavours, (he said), he had spoken to Mr. Anthony Butler, the architect, at some length, as well as to a member of Mr. Phillips' staff, and on that basis he was prepared to make his recommendation. I suggested to the Controller that a recommendation now might be premature and that he should refrain from reaching any conclusion until he and your Board were in receipt of explanatory written reports from Mr. Butler and from Pigott Structures Company Limited, the construction manager, as was done a year ago, when the last "cost over-run" occurred.

....2

(a) The Change Notices, upon which are based, give the detail of the work included. When the contractor's quotation is received, an itemized statement is required and reviewed thoroughly by ourselves and our consulting engineers, prior to our recommending to Mr. Phillips that a Change Order should be issued.

(b) Mr. Rouff also questions why the mechanical work for the tunnel was not included in the tunnel bid package. At the time of going to tender with the documents for Bid Package 5 (Mechanical), the proposed tunnel design had not been accepted by Yale Properties. It was subsequently recommended by us, and accepted by Mr. Phillips, that the mechanical work in connection with the tunnel should be made the responsibility of the Bid Package 5 contractor by Change Notice and Change Order. The alternative, to include the tunnel mechanical work

September 7, 1979

Therefore, because of the importance of this matter, the report that was being prepared for Controller Valeriano will be given to you so that you will have the benefit of the City's legal position. It is my recommendation:

- I That the Board should, on behalf of the City, immediately send a letter to Mr. Anthony Butler, the architect, stating:
 - a) The City requires a full written report as to how the "cost over-run" arose;
 - b) The City is reserving all its rights to claim for reimbursement and damages from all parties having responsibility for this latest increase in the cost of the construction of this project over and above the amount budgeted and approved by City Council; and
 - c) The reservations of the City's rights is to remain in effect, notwithstanding any steps that the City may take:
 - (i) to mitigate damages brought about by the cost over-runs, and
 - (ii) to complete the project without delay.

- II That the Board send a letter in identical terms to Pigott Structures Company Limited, the construction manager.

Now I shall address myself to the original request from Controller Valeriano for comments on Mr. Phillips' letter of August 23. These comments are not meant to be exhaustive, but merely reflect our initial reaction to Mr. Phillips' letter; we shall doubtless have further comments as we receive replies to the questions we are raising herein.

Why must the mechanical works be updated to conform with the architectural drawings? -- If the architect's drawings have remained unchanged, but the contractor has failed to build in accordance with those drawings, then the contractor should correct his own mistake at his own expense.

If, after the contracts were awarded, the architect changed the plans with the approval of Board of Control and Council, with the result that the contractor had to carry out work different from that on which he bid, then the City should pay.

If the architect changed his plans after the contract had been awarded, without the City's consent, perhaps the architect is liable for the cost of the additional work.

How is the \$118,774.43 made up? -- Page 2 of the letter of August 23 says that this covers the updating of mechanical works to conform with the architectural drawings, changes to the roof drain system and rain water leaders, and revisions to the fire protection system, but does not say what the cost of each component is

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Page 3
The letter adds that "Change Notices" are estimated to cost \$167,304.67.

Recommendation 5 on Page 5 is that the City approve Change Order in favour of Goodram Bros. Ltd. in the amount of \$118,774.43.

By subtracting the \$118,774.43, there is left \$48,530.24 to cover mechanical work associated with the access tunnel "which was not included at the time of tendering". The Working Budget attached to the letter shows that Contract E-78-30(LM) was awarded for the tunnel at a cost of \$238,144.00. Why was not the additional \$48,530.24 worth of work anticipated by the architect and provided for in the specifications?

Why must the electrical work be updated to conform with the architectural drawings?

If the architect's drawings have remained unchanged, but the contractor has failed to build in accordance with those drawings, then the contractor should correct his own mistake at his own expense. If, after the contract was awarded, the architect changed his plans with the approval of Board of Control and Council, the City should pay. If the architect changed his plans after the contractor had bid, without the approval of Board of Control and Council, perhaps the architect is liable.

How much of the \$47,520.75 is the cost of updating the electrical work and how much is to cover revisions to security system and additional outlets for power and telephones?

Recommendation 6 on Page 5 is that Change Order No. 8 be approved in the amount of \$47,520.75. The difference between this amount and the total of \$69,249.75 mentioned on Page 2 is \$21,729.00 and apparently is for "various minor items". There is no recommendation that these be paid for.

Why is the procedure to be changed to have the partitions installed before the carpeting? -- The letter says that the estimated cost, \$17,999.75 is under review. What advantage is there to the City in changing the procedure, at all?

Should "precast pavers" be included in the estimates for this project? -- The letter, Page 3, says that the cost, \$38,968.22 is considerably higher than the cost of a normal sidewalk, and is under review. Would ordinary sidewalks suffice?

The letter adds that the cost of the sidewalks should not be included as they are covered in another budget. However, the summary of additional costs attached to the letter shows opposite Bid Package 37 the entry "Misc. Concrete", \$38,968.22.

Why was the fee of \$20,000.00 for a structural engineer not included in the budget? -- Page 4 of the letter says that, "in

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the case of reinforced concrete structure, it is common practice to have the steel and formwork inspected by a structural engineer before and during the pouring of concrete."

Cost of Project -- Page 1 of the letter says that the approved budget is \$11,612,000.00. Recommendation 1 on Page 5 shows the figure as \$11,712,000.00. The Engineering staff explain that the difference of \$100,000.00 is to cover the architect's fees and that the report was intended to cover only the estimated increase in the cost of construction. If the \$100,000.00 were included, the figures would change as follows:

	figures in letter	figures including \$100,000.00 architect's f.
Total Contract Price	\$10,958,059.30	\$10,958,059.30
Other Costs	1,051,411.94	1,151,411.94
Total	\$12,009,471.24	\$12,109,471.24
Approved Budget	\$11,612,000.00	\$11,712,000.00
Over Budget	\$ 397,471.24	\$ 397,471.24

Claims arising from "delay"

The letter of August 23 from Mr. Phillips states that there will be a delay in the completion of the project, because of the discussions respecting the contract documents in 1978 and the carpenters' strike, also in 1978. Pigott Structures Company Limited is claiming an increase in its construction management fee of \$61,767.00 and an amount for anticipated costs such as heating, snow clearing and miscellaneous of \$67,400.00. Recommendations 2 and 3 are that these amounts be allowed.

You may recall that Mr. W. W. Heiss, (then of our Department), and I met Mr. Anthony Butler, the architect, Mr. W. L. Phillips and Mr. F. W. Eckenrath on January 11, 1978 concerning Mr. Butler's recommendation that the contract forms prepared by the Canadian Construction Association be used for this project. We understood that Mr. Butler would make the changes recommended by our Department, but it was not until February 2, (some 3 weeks later), that this Department received a new set of documents. That set did not include all the changes which had been agreed upon. It was only after a series of meetings of Messrs. Heiss, Butler and Earle of the Engineering Department and myself with one another and Board of Control that City Council on March 20, 1978 decided that the City's Standard Contract Documents (Books A and B) were to be used for the project.

All of the above with respect to delay should be considered within the context that when Mr. Butler prepared his original estimates for City Council, he did not indicate that he intended to depart from regular practice of using the City's Standard Contract Documents.

....

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September 7, 1979

Therefore, it is our view that the delay to which Mr. Phillips refers was not the fault of the City but that of Mr. Butler, the architect. If any case for compensation for the delay is made out on behalf of the construction manager, then payment of the compensation is the responsibility of the architect.

This is not to say that we lend any support to the claims of the construction manager. Such claims will have to be reviewed in the light of the remarks made above with respect to Mr. Butler and in the light of the Agreement dated August 30, 1977 between the City and the construction manager. It is my view that the City, at this time, should not accept these claims.

Questions from 1978 "over-run"

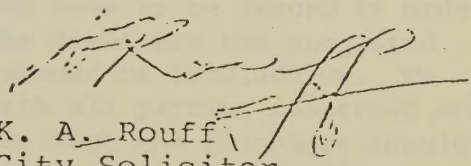
On September 11, 1978, Mr. W. L. Phillips reported an expected "over-run". Later in the Fall, a number of items were deleted that had been originally included in the project, but, even then, it was necessary to seek the approval of the Ontario Municipal Board for an increase in the cost of the project of \$472,000.00.

At that time, various heads of Departments were asked to prepare reports, and in attempting to do so, I wrote a 4-page letter dated November 23, 1978 to Mr. Phillips, raising a number of questions. (Our file shows that a copy was sent to Mr. J. R. Jones, Secretary, Board of Control, but I am attaching another copy now, for your convenience). To date, there has been no reply from Mr. Phillips nor answers to these questions.

In the light of this most recent development, it is, in my opinion, imperative that the questions raised in my letter of November 23, 1978 to the Co-ordinator, Mr. W. L. Phillips, be answered.

In any event, in any recommendation which you make to Council, it should be clearly stated that it is made without prejudice to the City's rights against those who are responsible for the cost "over-run".

Yours truly,


K. A. Rouff
City Solicitor

KAR:jm
encl.

c.c. Controller R. M. Morrow

c.c. Controller P. O. Valeriano

(a) The Change Notices, upon which the contract is based, give the detail of the work included. When the contractor's quotation is received, an itemized statement is required and reviewed thoroughly by ourselves and our consulting engineers, prior to our recommending to Mr. Phillips that a Change Order should be issued.

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MAYOR
JOHN A. MACDONALD

CONTROLLERS

ROBERT M. MORROW, B.A., A.R.C.T.
VINCE AGRO, B.A.
PAT VALERIANO, G.J.
JAMES A. BETHUNE, B.A.



Rec'd 1-35 PM
J. R. JONES
SECRETARY
R. M. COLLIER
ASST. SECRETARY
CITY HALL
L8N 3T4

BOARD OF CONTROL
HAMILTON, ONTARIO

10 September 1979

RECEIVED

SEP 10 1979

Mr. Chairman and Members,
Board of Control.

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Re: Central Library and
Farmers' Market

Members of the Board:

As requested by your Board, we have reviewed the report dated 23 August 1979 that your Board received from Mr. W. L. Phillips regarding the cost overruns in this project (copy attached as Addendum No. 1). We have discussed this matter with Mr. Phillips along with Mr. A. Butler, Architect, Mr. P. Hatton, Pigott Construction Limited, Mr. W. H. McFarland, City Treasurer and Mrs. J. McAnanama, representing the Library Board. As outlined in the report, it is forecast that the cost overrun is estimated to be \$397,471.24.

On Addendum No. 2 (copy attached) we have outlined the items which will cause this overrun along with the appropriate explanation of adjustments in these items which we are recommending to your Board. With these adjustments, the overrun would be revised to an estimated amount of \$354,503.27.

In addition, the City Engineer has recommended an additional \$150,000.00 be provided to allow for any other Change Notices which may have to be issued in order to complete this project. The Architect has suggested that this additional amount should be \$250,000.00. We have discussed this matter with all parties concerned and we have come to the conclusion that the allowance should be \$250,000.00 to make sure that sufficient funds are provided to cover the completion of this project. With this addition, the total additional funds required would be \$600,000.00.

We have discussed the requirement for additional funds with Mr. W. H. McFarland, City Treasurer, and we attach herewith, as Addendum No. 3, a copy of Mr. McFarland's letter dated 7 September 1979, in which he recommends

Continued.....

(a) The Change Notices, upon which the contract is based, give the detail of the work included. When the contractor's quotation is received, an itemized statement is required and reviewed thoroughly by ourselves and our consulting engineers, prior to our recommending to Mr. Phillips that a Change Order should be issued.

(b) Mr. Rouff also questions why the mechanical work for the tunnel was not included in the tunnel bid package. At the time of going to tender with the documents for Bid Package 5 (Mechanical), the proposed tunnel design had not been accepted by Yale Properties. It was subsequently recommended by us, and accepted by Mr. Phillips, that the mechanical work in connection with the tunnel should be made the responsibility of the Bid Package 5 contractor by Change Notice and Change Order. The alternative, to include the tunnel mechanical work

that the additional funds be finalized by the issuance of debentures.

The City Treasurer has provided us with a list of all items that are contained in the Capital Budget relating to the Central Library and Farmers' Market. This list, along with a letter dated 7 September, 1979, from the City Treasurer, is attached as Addendum No. 4, under the column "Estimated Increase" he has shown the possible increases that may be required for some of these items. However, we stress that these amounts are tentative and have not been finalized. When the cost of these items has been finally determined they will be the subject of future reports to your Board.

With regard to the changes in mechanical and electrical work (Bid Packages No. 5 & 6, respectively), we attach herewith, as Addendum No. 5, a copy of a report, dated 4 September 1979, from the City Engineer outlining the action that has been taken with respect to this work. This report explains the reasons for proceeding with some of this work and we concur with the action that has taken place. However, it is our recommendation that a procedure be established, under City Contracts, whereas interim approval is obtained from the Board of Control through "Technical Bulletins" to cover the situation where work must proceed before a formal Change Order can be prepared and submitted for approval.

RECOMMENDATIONS:

1. That an additional \$600,000.00 be approved for this project and that the City Solicitor make the necessary application to the Ontario Municipal Board for authority to increase the total cost of this project by \$600,000.00 and to increase the authority to issue debentures in the same amount.
2. That the contract for construction management in favour of Pigott Construction Limited be increased from \$379,992.00 to \$441,759.00, an increase of \$61,767.00.
3. That the cost of the site work to be done by Pigott Construction Limited be increased by \$67,400.00.
4. That a purchase order be issued to Omen Lee & Associates Limited, in the amount of \$25,000.00, to cover the cost of site work relating to the construction of the concrete superstructure.

Continued.....

(a) The Change Notices, upon which the contractor's quotations are based, give the detail of the work included. When the contractor's quotation is received, an itemized statement is required and reviewed thoroughly by ourselves and our consulting engineers, prior to our recommending to Mr. Phillips that a Change Order should be issued.

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RECOMMENDATIONS :

- Continued.....

(b) Mr. Rouff also questions why the mechanical work for the tunnel was not included in the tunnel bid package. At the time of going to tender with the documents for Bid Package 5 (Mechanical), the proposed tunnel design had not been accepted by Yale Properties. It was subsequently recommended by us, and accepted by Mr. Phillips, that the mechanical work in connection with the tunnel should be made the responsibility of the Bid Package 5 contractor by Change Notice and Change Order. The alternative, to include the tunnel mechanical work

Mr. Chairman and Members,
Board of Control
10 September 1979

- 3 -

Continued.....

RECOMMENDATIONS (Cont'd...)

5. That the Change Order No. 7, for Bid Package No. 5, in favour of Goodram Bros. Ltd., in the amount of \$118,774.43, be approved as outlined in a separate report.
6. That Change Order No. 8, for Bid Package No. 6, in favour of Comstock International Ltd., in the amount of \$47,520.75, be approved as outlined in a separate report.
7. That a procedure be established under City Contracts to provide for Technical Bulletins where work must proceed before a formal Change Order can be prepared and approved.

Respectfully submitted,

Controller R. M. Morrow

Controller J. A. Bethune

jb

Attchs.

(a) The Change Notices, upon which the contractor's quotations are based, give the detail of the work included. When the contractor's quotation is received, an itemized statement is required and reviewed thoroughly by ourselves and our consulting engineers, prior to our recommending to Mr. Phillips that a Change Order should be issued.

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BUTLER / BROOK CARRUTHERS SHAW
Architects for the Hamilton Central Library and Farmers' Market
11 Dundas Street North, Hamilton, L8R 3C8, telephone (416) 527-2961

Rec'd Sept-20/79 12
A.H.7 P.M.
K.K.

10 September 1979

RECEIVED

SEP 11 1979

Chairman and Members
Board of Control

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Gentlemen:

Re: Hamilton Central Library and Farmers' Market

At the Board Meeting this morning, I was requested to review the letter prepared by Mr. Rouff dated 7 September 1979, and to provide my comments by 5:00 p.m. today. The following points respond to the questions and comments in Mr. Rouff's letter, found in Section II. We have numbered the questions for convenience.

1. Why must the mechanical works be updated to conform with the architectural drawings?

In his letter to you dated 17 August 1979, Mr. Phillips explained that it was necessary to update the mechanical work, the contract for which was awarded in the spring of 1978, to conform with the architectural drawings which were completed in November 1978. As I explained to you in my letter of 7 September 1979, it is an inherent characteristic of the sequential tendering process used with construction management that changes will be required for work specified in one bid package which is not compatible with the work of other bid packages issued later.

The standard Change Notice/Change Order procedure which is being followed on this project ensures that no changes are made on the site until a Change Order is issued with the approval of Board of Control and Council.

2. How is the \$118,774.43 made up?

(a) The Change Notices, upon which the contractor's quotations are based, give the detail of the work included. When the contractor's quotation is received, an itemized statement is required and reviewed thoroughly by ourselves and our consulting engineers, prior to our recommending to Mr. Phillips that a Change Order should be issued.

(b) Mr. Rouff also questions why the mechanical work for the tunnel was not included in the tunnel bid package. At the time of going to tender with the documents for Bid Package 5 (Mechanical), the proposed tunnel design had not been accepted by Yale Properties. It was subsequently recommended by us, and accepted by Mr. Phillips, that the mechanical work in connection with the tunnel should be made the responsibility of the Bid Package 5 contractor by Change Notice and Change Order. The alternative, to include the tunnel mechanical work

ANDREW BUTLER / BROOK CARRUTHERS SHAW
Associated Architects for the Hamilton Central Library and Farmers' Market
11 Dundas Street North, Hamilton, L8R 3C8, telephone (416) 527-2961

Chairman and Members
Board of Control
10 September 1979

..... 2

in the tunnel bid package, might have resulted in a separate mechanical contractor being responsible for that portion of the work, which was not desirable.

3. Why must the electrical work be updated to conform to the architectural drawings?

Our comments are the same as under Item 1 above.

4. Why is the procedure to be changed to have the partitions installed before the carpeting?

A review with the Construction Manager of the sequence of work on the site indicated that it was essential that the procedure should be changed, to avoid delay in completion of the project. As you know, the cost of this change has now been reduced, following negotiations with the bid package contractor, to an extra of \$3,000.00.

5. Should "precast pavers" be included in the estimates for this project?

As you know, the sidewalk construction has been changed, for an extra cost to the project of \$6,000.00.

6. Why was the fee of \$20,000.00 for a structural engineer not included in the budget?

Our agreement with the City provides for the provision of such extra services, if the client agrees. We recommended to Mr. Phillips, in our letter of 16 November 1978, that these extra consulting services should be provided.

7. Cost of project

No comment.

8. Claims arising from "delay".

We recommended to Mr. Phillips that the standard general conditions for ~~the~~ construction contracts, which are used throughout Canada, should be used for this project. We cannot accept the statement that we are responsible for the time subsequently required to develop special general conditions, different from those normally recognized by the entire construction industry.

9. Questions from 1978 "Over-run".

No comment.

Yours very truly,

Anthony Butler

1. The purpose of this report is to provide a summary of the results of the investigation conducted by the Committee on the activities of the [redacted] during the period from [redacted] to [redacted].

2. The Committee has received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

3. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

4. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

5. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

6. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

7. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

8. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

9. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

10. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

11. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

12. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

13. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

14. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

15. The Committee has also received information from [redacted] that [redacted] has been active in the [redacted] and [redacted] areas.

WATSON
A. MACDONALD
CONTROLLERS
ROBERT W. MORROW, B.A., A.R.C.T.
ALICE AGRO, B.A.
PAT. PALEMIANO, G.J.
DORIS A. BETHUNE, B.A.



BOARD OF CONTROL
HAMILTON, ONTARIO

J. R. JONES
SECRETARY
R. M. COLLIER
ASST. SECRETARY

CITY HALL
LBN 3T4

September 10, 1979

REGISTERED POST

Pigott Structures Company Limited,
36 James Street South,
Hamilton, Ontario.
L8P 2Y2.

ATTENTION: Mr. V. Catchick

Dear Mr. Catchick:

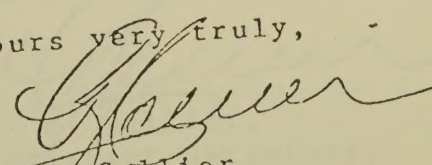
Re: Library and Farmers' Market
Project - Cost Overrun

The Board of Control has instructed me to inform you that the City is hereby reserving all its rights to claim for reimbursement and damages from all parties having responsibility for the cost incurred to date in the construction of this project over and above the amount for which it was budgeted and approved by City Council.

Please further be advised that the above reservations with respect to the City's rights are to remain in effect notwithstanding such steps as the City may take to mitigate damages brought about by the cost overrun in the construction of this project.

The Board has also instructed me to request that you immediately submit a comprehensive and detailed report as to how this most recent cost overrun arose about the amount budgeted and approved by Council.

Yours very truly,


R. M. Collier,
Assistant Secretary,
Board of Control.

RMC:bc

c.c. Mr. W. H. McFarland, City Treasurer
Mr. W. L. Phillips, City Engineer
Mr. K. A. Rouff, City Solicitor. ✓

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

BOARD OF CONTROL
FEDERAL BUREAU OF INVESTIGATION

September 10, 1957

Mr. J. Edgar Hoover
Director
Federal Bureau of Investigation
Washington, D.C.

Dear Sir:

Enclosed for the Bureau are two copies of a letterhead memorandum (LHM) dated and captioned as above.

Very truly yours,
Special Agent in Charge

W. J. C. [Signature]

W. J. C. [Signature]

For: Library and Research Section
Project - Case # [Number]

The Board of Control has been informed that the above-captioned LHM is being furnished to the Board of Control for its information and guidance. The Board of Control is requested to advise the Bureau of its action on this LHM.

The Board of Control is requested to advise the Bureau of its action on this LHM. The Board of Control is requested to advise the Bureau of its action on this LHM.

The Board of Control is requested to advise the Bureau of its action on this LHM. The Board of Control is requested to advise the Bureau of its action on this LHM.

Very truly yours,
[Signature]
Special Agent in Charge

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

MAYOR

JOHN A. MACDONALD

CONTROLLERS

ROBERT M. MORROW, B.A., A.R.C.T.

VINCE AGRO, B.A.

PAT VALERIANO, G.J.

JAMES A. BETHUNE, B.A.



BOARD OF CONTROL
HAMILTON, ONTARIO

J. R. JONES
SECRETARY

R. M. COLLIER
ASST. SECRETARY

CITY HALL
L8N 3T4

September 10, 1979

REGISTERED POST

Mr. Anthony Butler,
Architect,
11 Dundurn Street North,
Hamilton, Ontario.
L8R 3C8.

Dear Mr. Butler:

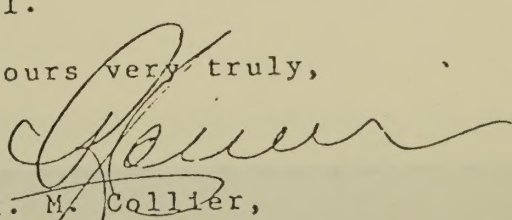
Re: Library and Farmers' Market
Project - Cost Overrun

The Board of Control has instructed me to inform you that the City is hereby reserving all its rights to claim for reimbursement and damages from all parties having responsibility for the cost incurred to date in the construction of this project over and above the amount for which it was budgeted and approved by City Council.

Please further be advised that the above reservations with respect to the City's rights are to remain in effect notwithstanding such steps as the City may take to mitigate damages brought about by the cost overrun in the construction of this project.

The Board has also instructed me to request that you immediately submit a comprehensive and detailed report as to how this most recent cost overrun arose about the amount budgeted and approved by Council.

Yours very truly,


R. M. Collier,
Assistant Secretary,
Board of Control.

RMC:bc

c.c. Mr. W. H. McFarland, City Treasurer
Mr. W. L. Phillips, City Engineer
Mr. K. A. Rouff, City Solicitor.

BOARD OF CONTROL
MEMORANDUM

September 10, 1979

RECEIVED

Mr. Anthony Miller
Director
11 South Street
Boston, MA 02109
Tel. 352-1111

Dear Mr. Miller:

Re: Library and Records, Project
Project - Test Results

The Board of Control has instructed me to inform you that the City is currently reviewing all the data in the Library and Records Project. The Board is currently reviewing the data in the Library and Records Project. The Board is currently reviewing the data in the Library and Records Project. The Board is currently reviewing the data in the Library and Records Project.

Please inform me advised that the data in the Library and Records Project is currently being reviewed by the Board of Control. The Board is currently reviewing the data in the Library and Records Project. The Board is currently reviewing the data in the Library and Records Project. The Board is currently reviewing the data in the Library and Records Project.

The Board has also instructed me to inform you that the data in the Library and Records Project is currently being reviewed by the Board of Control. The Board is currently reviewing the data in the Library and Records Project. The Board is currently reviewing the data in the Library and Records Project. The Board is currently reviewing the data in the Library and Records Project.

Very truly,
[Signature]

Director
Board of Control

10/10/79

Mr. W. H. Webster, City Treasurer
Mr. W. H. Webster, City Treasurer
Mr. W. H. Webster, City Treasurer



E. A. SIMPSON
CITY CLERK
R. E. AVERY
CITY CLERK

CITY HALL
HAMILTON, ONTARIO
L8N 3T4
TEL. 527-0241

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY CLERK

September 12, 1979

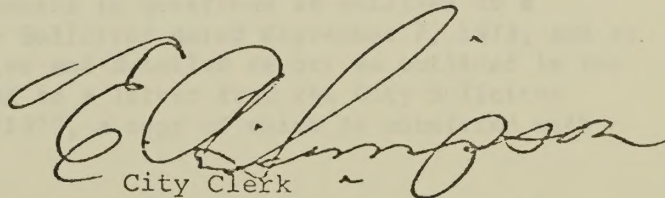
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SEP 12 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

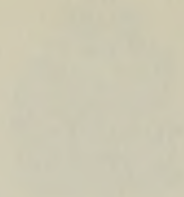
Mr. K. A. Rouff
City Solicitor

I am forwarding herewith for your information and attention a copy of Sections 14 and 15 of the 41st Report of the Board of Control dealing with an increase in the total cost of the Library and Farmers' Market project adopted by City Council at its meeting held September 11, 1979.


City Clerk

EAS:JDT/lm

Attech.



The Commission of the City of Havana

December 11, 1938

RECEIVED
OFFICE OF THE
COMMISSIONER
OF THE
CITY OF HAVANA
DECEMBER 11 1938
LOCAL DEPARTMENT
THE COMMISSIONER
OF THE CITY OF HAVANA

I am forwarding herewith for your information and action
a copy of the report of the Commission of the City of Havana
on the subject of the proposed extension of the
municipal limits of the City of Havana to include the
territory known as the "Cerro" and "Cerro de la Cruz"
which is located within the limits of the City of Havana.

[Handwritten signature]

14. That an additional \$600,000.00 be approved for the Library & Farmers' Market Project and that the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for authority to increase the total cost of this project by \$600,000.00 and to increase the authority to issue twenty-year debentures in the amount of \$600,000.00.

15. In accordance with Section 14 of the Forty-first Report of the Board of Control, respecting the increased cost of the Library & Farmers' Market Project, the following is recommended:-

- (a) That the contract for construction management in favour of Pigott Construction Limited be increased from \$379,992.00 to \$441,759.00, an increase of \$61,767.00.
- (b) That the cost of the site work to be done by Pigott Construction Limited be increased by \$67,400.00.
- (c) That a purchase order be issued to Onen Lee & Associates Limited, in the amount of \$25,000.00, to cover the cost of site work relating to the construction of the concrete superstructure.
- (d) That the Change Order No. 7, for Bid Package No. 5, in favour of Goodram Bros. Ltd., in the amount of \$118,774.43, be approved as outlined in a separate report.
- (e) That Change Order No. 8, for Bid Package No. 6, in favour of Comstock International Ltd., in the amount of \$47,520.75, be approved as outlined in a separate report.
- (f) That a procedure be established under City Contracts to provide for Technical Bulletins where work must proceed before a formal Change Order can be prepared and approved.
- (g) That the Board of Control be authorized to appoint a working committee to oversee the day-to-day activities associated with the construction of the Library-Farmers Market, and through which all changes in the project must be processed with changes authorized by the working committee to be reported to the Board of Control as soon as possible thereafter.
- (h) That Mr. A. Butler, Architect for the project, and Pigott Construction Ltd., Construction Managers, be requested to provide written responses to questions as outlined in a letter from the City Solicitor dated September 7, 1979, and to submit a comprehensive and detailed report as outlined in the draft letter attached to a letter from the City Solicitor dated September 10, 1979, a copy of which is submitted with this agenda.
- (i) That all recommendations respecting an increase in the cost of this project be subject to the City of Hamilton reserving all rights to claim for reimbursement and damages from all parties having responsibility for this latest increase in the cost of the construction of this project over and above the amount budgeted and approved by City Council; and

The reservations of the City's rights is to remain in effect, notwithstanding any steps that the City may take:

- (i) to mitigate damages brought about by the cost over-runs
- (ii) to complete the project without delay.

For the information of the Members of City Council, submitted with this agenda is a copy of the report of the Sub-Committee of the Board of Control dated September 10th, 1979.

For the information of the Board of Directors, the Board of Directors of the Bank of Montreal is a body of the Board of Directors of the Bank of Montreal.

(1) To complete the present report.

(2) To complete the present report.

The Board of Directors of the Bank of Montreal is a body of the Board of Directors of the Bank of Montreal.

(3) To complete the present report.

(4) To complete the present report.

(5) To complete the present report.

(6) To complete the present report.

(7) To complete the present report.

(8) To complete the present report.

(9) To complete the present report.



Pigott Construction Limited - Hamilton Division
4 Hughson Street South - P.O. Box 309, Hamilton, Ontario, L8N 3G7

September 14, 1979

RECEIVED

SEP 19 1979

Board of Control
City Hall
P. O. Box 2040
HAMILTON, Ontario
L8N 3T4

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Attention: Mr. R. M. Collier
Assistant Secretary

Re: CONSTRUCTION MANAGEMENT CONTRACT
Hamilton Central Library & Farmers' Market

Dear Mr. Collier:

We have your letter of September 10, 1979 outlining the position of the City of Hamilton on the matter of the most recent Cost Overrun. You wrote us a similar such letter dated October 10, 1978 on the earlier Cost Overrun.

We responded to you in a letter dated November 14, 1978 on the earlier Cost Overrun and our position remains unchanged on that overrun as well as this overrun.

With regard to your request for a comprehensive and detailed report on the most recent Cost Overrun, extensive reports on this subject have been prepared by Mr. Phillips and Mr. Butler and we wish to advise that it is not the intention of this firm to cover the same ground in yet another report on the same subject.

Yours very truly

PIGOTT CONSTRUCTION LIMITED

V. C. Catchick,
General Manager
Hamilton Division

Mr. W. L. Phillips
Mr. A. Butler

Telephone (416) 522-1341

SEP 18 1979

1-19-86
30-2196

THE UNIVERSITY OF CHICAGO PRESS
54 EAST LAKE STREET, CHICAGO, ILL. 60601



1975

THE UNIVERSITY OF CHICAGO PRESS
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Telephone (312) 237-1311

1-19.86

30-2. 12(a) (u)

September 18, 1979

Mr. R. M. Collier,
Assistant Secretary,
Board of Control.

Dear Mr. Collier,

Re: Library and Farmers' Market Project -
Pigott Structures Company Limited -
Change Order - \$61,767.00

I wish to bring to your attention an error in Change Order No. 2 with respect to the above, which you forwarded to me as recommended by Mr. W. L. Phillips, City Engineer and Co-ordinator, Lloyd D. Jackson Square.

This Change Order, as I understand it, is to take care of the continued services of Pigott Structures Company Limited beyond the twenty-two month period covered by the original contract. This is covered by item 15 (a) of the forty-first Report of the Board of Control adopted by City Council on September 11, 1979.

The wording as submitted by Mr. Phillips would in effect nullify the reservation which Council made with respect to payments for cost overrun of this project.

City Council did not agree that this extension relates to "delays due to contract documents and the Carpenter's strike". That has not been established as a fact; it is merely an allegation. Therefore it is my recommendation that this phrase be deleted. Moreover this particular Change Order should be made out to Pigott Structures Company Limited rather than to Pigott Construction Limited.

The Change Order, in duplicate, is returned herewith.

Yours truly,

K. A. Rouff,
City Solicitor.

KAR:JD

c.c. Controller P. O. Valeriano

Mr. W. L. Phillips, City Engineer and Co-ordinator,
Lloyd D. Jackson Square

Mr. Anthony Butler, Architect

November 18, 1937

Mr. J. H. Miller,
Federal Reserve Bank,
New York City.

Dear Mr. Miller:

Enclosed for you are two copies of a letter
from the Federal Reserve Bank of New York
dated November 17, 1937.

I wish to say to you that the letter
from the Federal Reserve Bank of New York
dated November 17, 1937, is being
forwarded to you for your information.

This letter is being forwarded to you
for your information. It is being
forwarded to you for your information.
It is being forwarded to you for your
information. It is being forwarded to
you for your information. It is being
forwarded to you for your information.

The letter is being forwarded to you
for your information. It is being
forwarded to you for your information.
It is being forwarded to you for your
information. It is being forwarded to
you for your information. It is being
forwarded to you for your information.

Very sincerely,
J. H. Miller
Federal Reserve Bank
New York City

The Federal Reserve Bank of New York
is pleased to have your letter.

Very truly,
J. H. Miller
Federal Reserve Bank
New York City

W. L. PHILLIPS
P. E. M. E. I. C., P. Eng.
CITY ENGINEER and
CO-ORDINATOR LLOYD
D. JACKSON SQUARE

CORPORATION OF CITY OF HAMILTON

Department of Engineering

CHANGE ORDER

Date 14 September 1979

File 301-0008.1*

Reference

Change Order No. 2

Piquet Construction Limited,
P. O. Box 309,
Hamilton, Ontario. L8N 3G7

Mr. P. Hatton

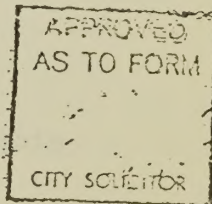
Construction Management of Library and Farmers' Market

You are hereby instructed, subject to the same terms and conditions as the original contract, to make the following changes therein, for the sum of

thousand, seven hundred and sixty-seven $\frac{xx}{100}$ Dollars

(added to) the amount of the contract:

to extend this Contract beyond the twenty-two month original time period -
this extension relating to delays due to contract documents and the
carpenter's strike.



Passed SEP 10 1979

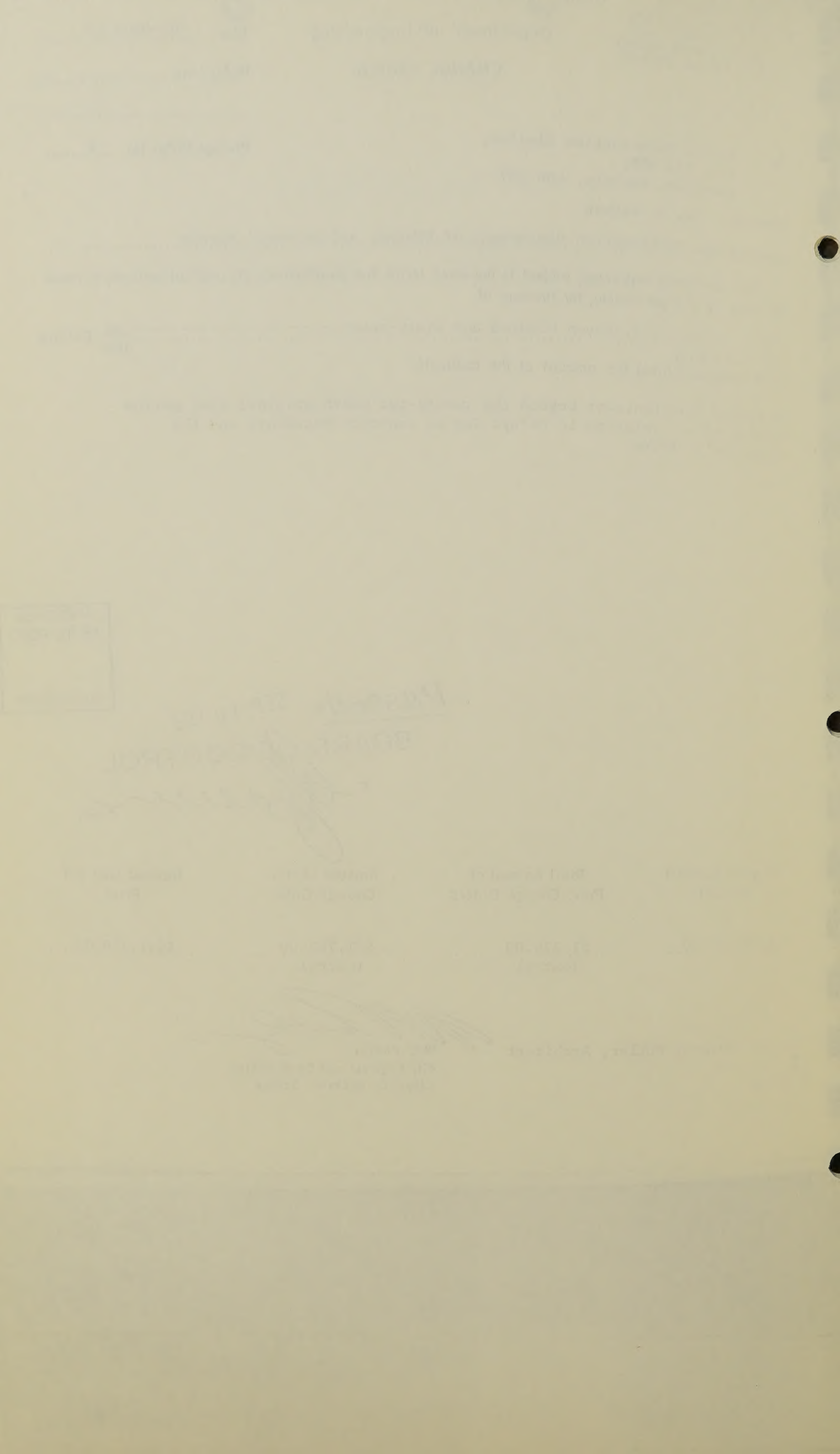
BOARD OF CONTROL

[Signature]

Original Contract Amount	Total Amount of Prev. Change Orders	Amount of this Change Order	Revised Contract Price
\$178,616.00...	\$1,376.00 (extra)	\$61,767.00 (extra)	\$441,759.00....

Anthony Butler, Architect

[Signature]
W. L. Phillips
City Engineer and Co-ordinator
Lloyd D. Jackson Square

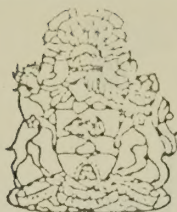


10-10-10
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10-10-10

Wm. H. H. H.
G. H. H. H.
H. H. H. H.

Wm. H. H. H.
G. H. H. H.
H. H. H. H.

W. L. PHILLIPS
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO. 301-0008.1* 12

ATTENTION OF W. L. Phillips

YOUR FILE NO.

1-19.86
30-2.19 (a)(1)

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

18 September 1979

RECEIVED

SEP 18 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Legal Department

Att: Mr. K. A. Rouff,
City Solicitor

Re: Central Library and
Farmers' Market - Pigott Structures Company Limited

Dear Sir:

I acknowledge receipt of a copy of your letter dated 18 September 1979, addressed to Mr. R. M. Collier, Assistant Secretary, Board of Control, regarding Change Order No. 2.

I wish to advise you that we will change the wording of this Change Order in accordance with your letter.

However, with regard to the name of the Company to which this Change Order should be addressed, I forward to you a copy of a letter, dated 2 January 1979, which I received from Pigott Construction Limited, in which they advise that Pigott Structures Company Limited was amalgamated with Pigott Construction Limited.

I would request your advice as to which name should be on the Change Order.

Yours very truly,

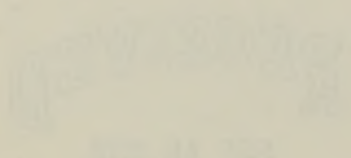
City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb
Encl.

- c. c. Mr. R. M. Collier, Acting Secretary,
Board of Control (Encl.)
- c. c. Mr. D. Heintz, Construction Engineer

THE COMMISSIONERS OF THE CITY OF BOSTON

OFFICE OF THE COMMISSIONERS
CITY HALL, BOSTON
JAN 10 1892



LEGAL DEPARTMENT
THE CITY OF BOSTON

RECEIVED

W. K. A. A. A.
CITY OF BOSTON

THE CITY OF BOSTON
JAN 10 1892

I am pleased to hear of the success of your efforts in the
city of Boston, and I am sure that the people of this city
will be very glad to hear of the success of your efforts in
the city of Boston.

I am sure that the people of this city will be very glad to
hear of the success of your efforts in the city of Boston.

I am sure that the people of this city will be very glad to
hear of the success of your efforts in the city of Boston.

I am sure that the people of this city will be very glad to
hear of the success of your efforts in the city of Boston.

Yours very truly,

A handwritten signature in dark ink, appearing to be "W. K. A. A. A.".

W. K. A. A. A.
CITY OF BOSTON

W. K. A. A. A.

W. K. A. A. A.
CITY OF BOSTON

RECEIVED

SEP 21 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

RECEIVED

SEP 21 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

30-2.19(a)

RECEIVED

SEP 27 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTONController D.O. Valeriano,
City Hall.

September 21, 1979.

Dear Controller Valeriano:

Re: Hamilton Central Library and Farmers' Market - Cost Over-run

In reply to your letter of September 12, in which you raised three questions, my reply is as follows:

In the first place, the responsibilities of the Architect, Mr. Anthony Butler, as well as the Construction Manager, Pigott Structures Company Limited, have to be examined and determined within the context of the individual contracts between these 2 parties and the City.

The responsibility of the Architect must also be reviewed in light of the fact that the Architect, Mr. Butler, was retained by City Council in adopting Item 1 of the 28th Report of the Planning & Development Committee on July 31, 1975.

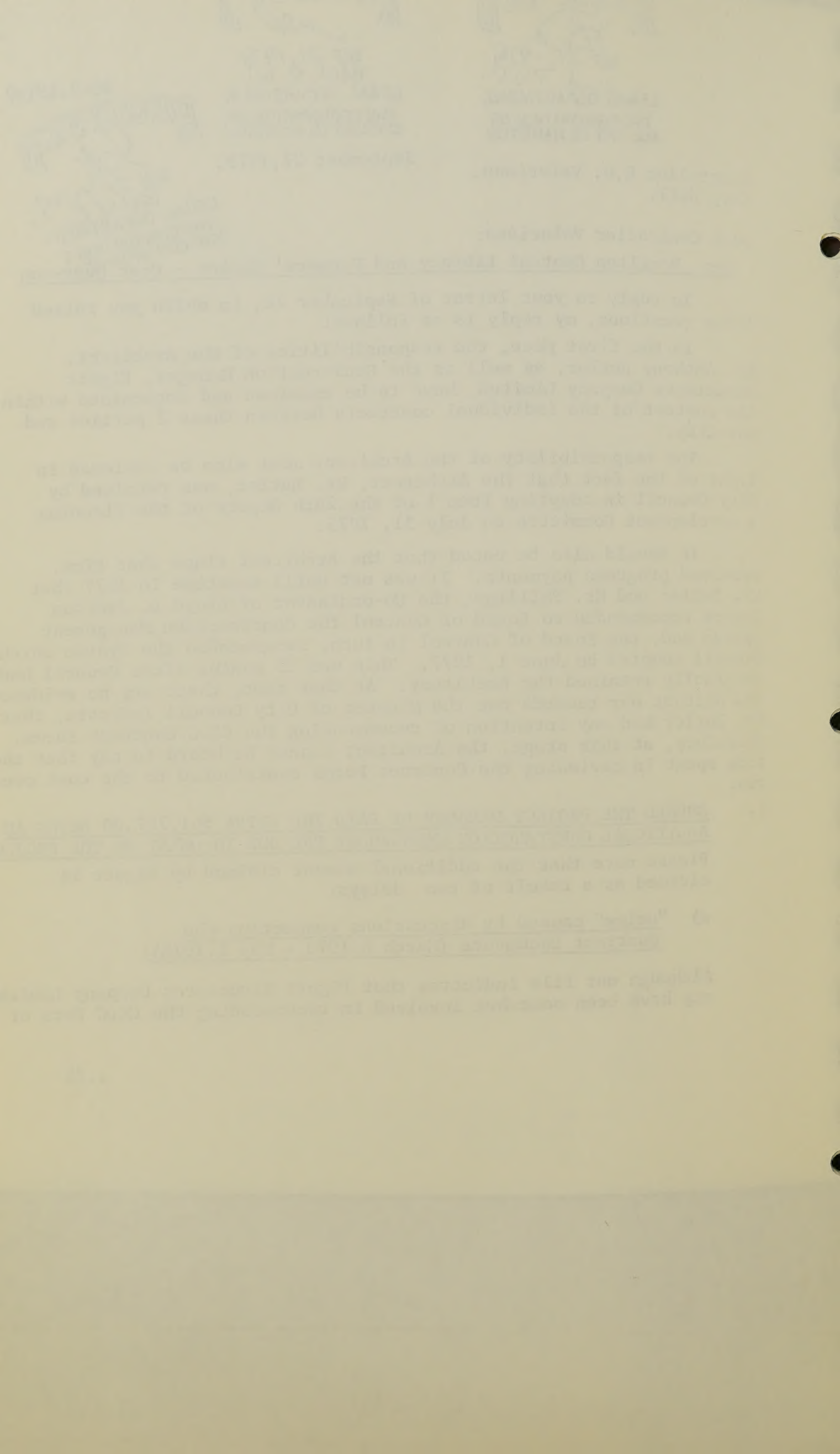
It should also be noted that the Architect since that time, received progress payments. It was not until sometime in 1977 that Mr. Butler and Mr. Phillips, the Co-ordinator of Lloyd D. Jackson Square recommended to Board of Control the Construction Management System and, the Board of Control in turn, recommended the System which Council adopted on June 1, 1977. This was 23 months after Council had originally retained the Architect. At that time, there was no evidence, and neither our records nor the Minutes of City Council indicate, that Mr. Butler had any intention of recommending the CCDC Contract Forms. Therefore, at this stage, the Architect cannot be heard to say that the time spent in reviewing the Contract Forms contributed to the cost over-run.

1. SHOULD THE PROJECT MANAGER BE PAID THE EXTRA \$61,767.00 BEING AN ADDITIONAL CONSTRUCTION MANAGEMENT FEE DUE TO DELAY ON THE PROJECT?
Please note that the additional amount claimed by Pigott is claimed as a result of two delays:

a) "Delay" caused by discussions respecting the Contract Documents (March 6, 1978 - May 1, 1978):

Although our file indicates that Pigott Structures Company Limited may have been somewhat involved in recommending the CCDC Form of

.../2



Contract Documents, Pigott Structures Company Limited was not obligated under its contract with the City to prepare or review the general contract (e.g. the General Conditions as a whole). The preparation of these documents was the duty of the Architect, Mr. Anthony Butler.

Under the Pigott Contract, Pigott is entitled to be reimbursed "if the Construction Manager is required to perform extra services or pay expenses because of delays caused by the Owner or the Owner's Consultants". In the absence of written detailed reports from the Architect and Construction Manager, no assessment can be made as to responsibilities between the parties with respect to extra services and/or payment of expenses for "delays" as alleged;

b) "Delay" caused by Carpenters Strike
(July 20, 1978 - September 7, 1978):

The Instructions to Proponents indicate that Construction was scheduled to commence in October of 1977 and to take 20 months for completion and 2 months for installation of furnishings, etc. This was the basis upon which Pigott bid on the project and forms part of the Contract Documents. However, the bidders were required to set a fixed fee, and, in addition, the Contract, by Article 5(d), contemplates additional payments to Pigott in the event of certain types of "delay". "Strikes" is not specifically included in this paragraph, and therefore, on its face, the Contract does not seem to contemplate additional payment to the Construction Manager as a result of "delay" caused by strikes.

Accordingly, it is our opinion that Pigott is not entitled to that portion of its claim attributable to the "delay" caused by the Carpenters Strike.

Finally, it seems that at least, part of the amount claimed by Pigott is for anticipated, not past services.

In addition, it is a responsibility of the Construction Manager to "review the status of current labour agreements and the possibilities of work stoppages or strike action". Our file does not disclose any evidence that the Construction Manager fulfilled this aspect of his Contract.

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11. DID THE CITY DIRECT MR. BUTLER TO USE THE CCDC CONTRACT
(INSTEAD OF THE CITY'S STANDARD CONTRACT DOCUMENTS
BOOKS "A" AND "B")?

A review of our file indicates:

- a) pursuant to the Contract between the City and the Architect, it was the Architect's duty to prepare the "general contract documents for calling tenders". Our file contains no indication that the Architect was, at any time, directed by City Council to prepare the CCDC Forms for use instead of the City's Standard Form;
- b) in addition, in March of 1978, we investigated, at the request of Alderman McCulloch, as to whether other cities used the CCDC Form, Mr. McCulloch of our Department telephoned 3 municipalities, (Metro Toronto, Regional Niagara and Windsor), and found that none uses the CCDC Forms. Also, in response to our inquiry, the City of Calgary does not use the CCDC forms.
- c) On December 20, 1977, Mr. Butler wrote to Mr. Phillips (a copy of which we received on December 20), requesting Mr. Phillips to review the CCDC documents and recommending them as modified to suit this project and practice of the City and which he recommended. This is the first time we were aware that the CCDC documents were to replace the City's Standard Contract forms; and, in fact, we received the CCDC Contract from Mr. Phillips on December 29, 1977 and on January 3, 1978, we sent him an 8 paged letter expressing our concerns that the CCDC documents did not provide the necessary legal protection to the City.

You may recall that Mr. W.W. Heiss, (then of our Department), and I met Mr. Anthony Butler, the Architect, Mr. W.L. Phillips and Mr. F.W. Eckenrath on January 11, 1978 concerning Mr. Butler's recommendation that the contract forms prepared by the Canadian Construction Association be used for this project. We understood that Mr. Butler would make the changes recommended by our Department, but it was not until February 2, (some 3 weeks later), that this Department received a new set of documents. That set did not include all the changes which had been agreed upon. It was only after a series of meetings of Messrs. Heiss, Butler and Earle of the Engineering Department and myself with one another and Board of Control that City Council on March 20, 1978 decided that the City's Standard Contract Documents (Books A and B) were to be used for the project.

Considering that Mr. Butler prepared the Construction Management Contract, and that it provided that construction was scheduled to commence in October of 1977 and considering that Mr. Phillips received letters in November of 1977 both from Pigott and Mr. Butler, stressing that the budget was tight and further delays could lead to additional cost, it is somewhat unusual that Mr. Butler did not forward the CCDC Contract Documents for review by the City at an earlier date nor make the recommendation as to the use of the CCDC documents at a date well in advance of anticipated commencement of construction;

In addition, the City is the Architect's Client and the Architect should endeavour to prepare contract conditions which best protect the Client's (City's) interests and not merely recommend the CCDC forms.

III. "HAVE WE ANY LEGAL RIGHTS BECAUSE OF DELAYS?"

A more basic question is whether the Architect should have in 1977 anticipated the additional costs caused by revisions in the work. The Architect now claims that it is "inherent" to the Construction Management process that revisions may have to be made to the Specifications as the architectural drawings progress to completion. If Mr. Butler is right about this "inherent characteristic", it seems to follow that costs will also rise as the Architect completes his architectural drawings. The Architect and the Construction Manager claimed that their original budget could be achieved even though it was "tight", if construction commenced on time. However, they appear to have failed to provide in the budget for these "inherent revision costs".

You indicated also that in December of 1978, the Project Manager knew of the changes but did not bring the increased cost to the attention of the Architect and Mr. Phillips until April of 1979, and that Mr. Phillips did not report the increased cost to the Board of Control until August 28, 1979.

However, it is not only the Construction Manager that is responsible for determining the increased cost, but also the Architect since, under Article 2(b), the Architect is responsible to "review and revise estimates as preparation of drawings and specifications proceed". Accordingly, the Architect should have been aware that as the architectural drawings were being revised, costs were increasing.

Also, it is the duty of the Construction Manager under its Contract to:

- i) report on a monthly basis after commencement of construction on the cost of the work in relation to the working budget, and
- ii) maintain a comprehensive updated estimating, monitoring and reporting system, and
- iii) if deviations are indicated from master schedule and cost plan to report to Owner (not Management Committee) for approval and justification of increase before commitment is made, and to recommend alternative solution.

Failure by the Construction Manager to perform the duties listed above could be a significant factor in the cost over-runs.

In addition, the Construction Manager's refusal to provide a comprehensive report as recently requested, on the latest cost over-run, is, in our opinion, inconsistent with its obligations.

Accordingly, it is our opinion that the delays have not altered our legal rights.

27. HAS THE CITY ANY RECOURSE?

As previously indicated, the Architect had a duty to prepare and provide estimates.

Further, pursuant to Article 8(a) of the Architect's Contract, the Architect agreed to indemnify the City "from any increased costs of the project to the Client resulting from the negligent error or omission of the Architect". The Project Manager also had numerous duties with respect to cost control, for example, reviewing the budget, revising it on a monthly basis, preparing a final working budget, establishing cost breakdown for control purposes, reporting on a monthly basis after commencement of construction the cost of the work in relation to the working budget, reviewing estimates for each bid package, reporting deviations from cost plan, justifying cost increases and submitting alternative proposals.

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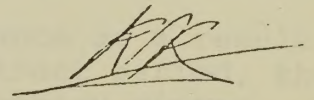
In addition, Article 3(a) of the Pigott Contract specifies that:

"The Construction Manager recognizes the relation of reliance and confidence contemplated and established by this Agreement with the Owner and covenants with the Owner to furnish his best professional skill and judgement in protecting and advancing the interests of the Owner at all times. The Construction Manager agrees <— to furnish his best efficient business administration and superintendence and to use every effort to ensure that the work is executed in a good and workmanlike manner, in the most expeditious and economical manner consistent with the interests of the Owner, within the budget approved by the Owner and within the completion schedule agreed to by the Owner".

The first cost over-run, as well as, the current cost over-run suggest that the Architect and the Construction Manager have failed to meet their obligations and, accordingly, the City would appear to have a prima facie case in law.

Due to the importance of the questions you raised, I believe that the Board of Control would be concerned to be apprised of the answers given. Accordingly, I am sending a copy of this letter to the Secretary of the Board of Control and also a copy to Alderman R. Wheeler who has expressly requested to be advised of the City's legal position.

Yours truly,


K. A. Rouff,
City Solicitor.

KAR:eag

c.c. Alderman R. Wheeler
c.c. Mr. J.R. Jones, Secretary, Board of Control



Pigott Construction Limited - Hamilton Division
47 Hughson Street South - P.O. Box 309, Hamilton, Ontario, L8N 3G7

September 26, 1979

Corporation of the City of Hamilton
City Hall
P. O. Box 2040
HAMILTON, Ontario
L8N 3T4

Attention: Mr. W. L. Phillips

Re: 515 - Hamilton Central Library
and Farmers' Market

Dear Sirs:

In accordance with our recent discussions, we are listing herewith the main items contributing to the most recent construction budget overrun, which budget is provided to you routinely on a monthly basis.

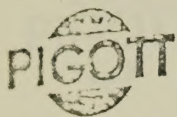
The items are as follows:-

- (1) Pigott's 22-Month Construction Management Contract extended by a period of approximately 3½ months from a November 3, 1979 termination date to a February 20, 1980 termination date. This matter has been fully covered in earlier correspondence between Pigott and the City\$ 61,767.00
- (2) Increase in Pigott Site Work Allowance as a result of the aforementioned extended contract period, the costs being largely related to temporary winter heating of the project for an additional winter season\$ 67,400.00

FILE NO. 301-0008-1*		
LETTER NO. 321-72		
DEPT. OF ENGINEERING		
SEP 28 1979		
READ BY	ANS BY	FILED BY
HEP		
D.E.		DES
O.M.		DES. 2
PLAN		UTIL
DEV.		DRAFT
CONST	SA	SPEC
C. SURV		C. ACC
ELEC		SUC C.E.

..... / 2

Telephone (416) 522-1341



Corporation of the City of Hamilton
Attn: Mr. W. L. Phillips
September 26, 1979

Page 2

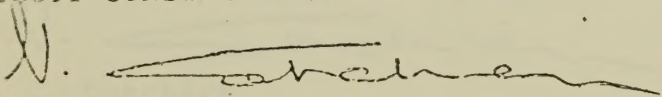
Re: 515 - Hamilton Central Library
and Farmers' Market

- (3) Miscellaneous Mechanical Work covered by Architect's
Change Notices 5, 10, 12, 13 and 20 and subsequently
authorised by City Change Order 7 in the amount of
\$118,774.43 \$118,774.43
- (4) Miscellaneous Electrical Work covered by Architect's
Change Notices 7, 7A, 15, 16 and 18 and subsequently
authorised by City Change Order 8 in the amount of
\$47,520.75 \$ 47,520.75
- (5) Miscellaneous Minor Work across several bid packages
amounting to about \$5,000.00 total..... \$ 5,000.00

It should be noted that as construction progresses, there will be
further changes to the work which almost certainly will result in
further added costs to the City and for which a budget contingency
allowance should be carried.

Yours very truly

PIGOTT CONSTRUCTION LIMITED


V. C. Catchick
General Manager
Hamilton Division

VCC/cjm

c.c. Mr. A. Butler

RECEIVED

Office of the City Engineer
City of New York
May 15, 1912

Mr. J. J. [Name]
[Address]
New York, N. Y.

Dear Sir: In answer to your letter of May 10, 1912, regarding the proposed extension of the City Engineer's Office, I have the honor to inform you that the same has been referred to the Board of Estimate and Apportionment for their consideration.

The Board of Estimate and Apportionment will hold a public hearing on this matter on May 22, 1912, at 10 o'clock in the forenoon, in the City Hall, New York.

I am, Sir, very respectfully,
Yours very truly,
John D. [Name]

City Engineer
City of New York

Very truly yours,

John D. [Name]

[Signature]
[Name]
[Title]
[Address]

John D. [Name]



Corporation of the City of Hamilton
Attn: Mr. W. L. Phillips
September 26, 1979

Page 2

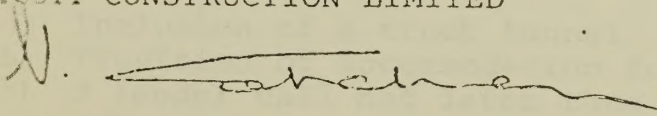
Re: \$15 - Hamilton Central Library
and Farmers' Market

- (3) Miscellaneous Mechanical Work covered by Architect's
Change Notices 5, 10, 12, 13 and 20 and subsequently
authorised by City Change Order 7 in the amount of
\$118,774.43 \$118,774.43
- (4) Miscellaneous Electrical Work covered by Architect's
Change Notices 7, 7A, 15, 16 and 18 and subsequently
authorised by City Change Order 8 in the amount of
\$47,520.75 \$ 47,520.75
- (5) Miscellaneous Minor Work across several bid packages
amounting to about \$5,000.00 total..... \$ 5,000.00

It should be noted that as construction progresses, there will be
further changes to the work which almost certainly will result in
further added costs to the City and for which a budget contingency
allowance should be carried.

Yours very truly

PICOTT CONSTRUCTION LIMITED


V. C. Catchick
General Manager
Hamilton Division

TCC/cjm

c.c. Mr. A. Butler

Page 1

Office of the City of Houston
Houston, Texas
July 1, 1964

Mr. J. Lee Smith
Houston, Texas

Dear Mr. Smith:

I am writing to you regarding the matter of the City of Houston's interest in the property located at 1234 Main Street, Houston, Texas. The City has been advised that the property is currently owned by you.

The City is interested in the property for the purpose of establishing a public park. The City has been advised that the property is currently owned by you. The City has been advised that the property is currently owned by you.

I am writing to you regarding the matter of the City of Houston's interest in the property located at 1234 Main Street, Houston, Texas. The City has been advised that the property is currently owned by you.

I am writing to you regarding the matter of the City of Houston's interest in the property located at 1234 Main Street, Houston, Texas. The City has been advised that the property is currently owned by you.

Sincerely,
[Signature]

City of Houston

[Signature]

City of Houston
Houston, Texas

Very truly yours,
[Signature]

FILE NO. 301-2208/12	
LETTER NO. 323-68	
DEPT. OF ENGINEERING	
OCT 3 1979	
READ BY	ANS BY
FILED BY	
D.E.	D.S.
O.M.	D.S. 2
PLAN	UTIL
DEV.	DRAFT
CONST	SPECS
C. SURV	C. ACC
ELEC	SEC. C.F.

October 1979

OCT 19 1979

Board of Control
City Hall
Hamilton, Ontario

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Hamilton Central Library and Farmers' Market

Dear Sirs:

Further to the recent request from Mr. Collier, the following points summarize the events which led up to an increase in cost for the above project.

1. The original budget for the Library was established in May 1975, based on the area for the new Library defined in the Programming Study and Site Selection Report, and a projected start of construction in March 1976.
2. A preliminary estimate of the cost of the Market was made in June 1975, before any programming or design work had commenced. In his letter to the Downtown Redevelopment Committee, dated 23 June 1975, Mr. Phillips stated "the estimate is preliminary only and should be used only in determining an estimate of the design fee."
3. The amounts described above were subsequently incorporated in the capital budget for the Library and Market.
4. Following completion of our ^{NO} design for the new building in September 1976, we submitted a design stage budget estimate to Mr. Phillips on 28 December 1976. This estimate was higher than the amount carried in the capital budget for the following reasons:
 - (a) Inclusion of a truck tunnel
 - (b) Provision of accommodation for the Mohawk/McMaster Centre
 - (c) A tender call not later than October 1977
5. The City applied to the Ontario Municipal Board for approval of funding for the Library and Market, based on the original amounts included in the capital budget. OMB approval was received on 5 April 1977.
6. On 31 May 1977, Council approved the Board of Control recommendation that the construction of the Library and Market should be carried out using the construction management method. The report of Board of Control went on to state: "Under this method, a series of tender calls will be made for the various construction trades. This will permit tenders to be called for the earlier parts of construction while the detailed design

..... 2

Board of Control
October 1979

and preparation of documents for the latter parts of the work are being completed. The main advantage of this system is to achieve an early start of construction on the site."

The Construction Manager was appointed by Council at its meeting on 30 August 1977.

The Construction Manager proceeded immediately to prepare an estimate for the cost of construction of the building, and in October 1977 submitted an estimate of \$11,600,000.00 plus a 5% contingency allowance.

It became evident that the City did not wish at that time to change budgets which had already been approved by the OMB. The Construction Manager's estimate was reviewed in detail, and it was agreed that a "target" budget of \$10,490,000.00 be established, and that the final tendered cost could conceivably be within the budget provided market conditions remained favourable, that full competitive tendering was achieved, and that the project proceeded without delay. The target budget included a much reduced contingency allowance.

The first bid package was issued for tendering in December 1977. Further bid packages were prepared for tender in sequence, until all tenders had been received by November 1978.

As tenders were received, it became evident that the target budget could not be achieved, and Council approved increases in the budget in July and November 1978. Neither of these increases included any provision for an increase in the contingency allowance.

As documents were completed for the later bid packages, the information included in earlier bid packages was reviewed, and Change Notices prepared to update them to conform with the final details. The reduced contingency allowance proved insufficient to cover the cost of the necessary updating, resulting in the request for approval of a further increase in the budget for the project.

The current cost of the building is \$12,062,000.00, plus a contingency allowance of \$250,000.00, for a total budget of \$12,312,000.00. The current cost represents a square foot cost of \$51.76 for the entire project, which compares very favourably with other recently completed projects in downtown Hamilton or with the Toronto Reference Library, all of which (with the exception of the new Police Building) exceeded \$55.00 per square foot.

Yours very truly,
Anthony Butler
Anthony Butler

Anthony Butler Architect
100 Dundas Street North, Hamilton

c.c. W. L. Phillips
V. C. Catchick

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M. L. PHILLIPS
* * * * * C. P. ENG.
* * * * * ENGINEER
AND
COORDINATOR
* * * * * JACKSON SQUARE



REFER TO FILE NO. 301-0008.1*
ATTENTION OF W. L. Phillip
YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

9 October 1979

RECEIVED

OCT 9 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Legal Department

Att: Mr. K. A. Rouff,
City Solicitor

Re: Central Library and
Farmers' Market

Dear Sir:

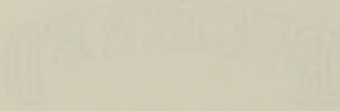
In reply to your letter, dated 23 November 1978, I provide you with the following information:-

- 1 To my knowledge, the first estimate prepared by Mr. Butler was in November 1976.
- 2 (1) The review was carried out by Mr. Butler, his associates and/or his staff.
- 2 (2) The analysis and changes referred to in a letter, dated 15 September 1978 from Mr. Butler, were made by Mr. Butler and/or his associates and staff. These changes would have been made between November 1976 and October 1977 and after October 1977 as indicated in the letter.
- 2 (3) I do not feel that this question is applicable.
- 3 (1) The first schedule was prepared by Pigott Structures Co. Ltd. on 9 January 1978.
- 3 (2) There were four revisions to this schedule with the latest, dated 20 August 1979.
- 3 (3) Construction commenced on 2 January 1978.

Continued.....

The Constitution of the United States

AMERICAN BOOK CONCERN
NEW YORK, N. Y.
1907



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3 (4) In this question you refer to 16 deletions and changes as listed by Mr. Butler. I assume that you are referring to the 17 deletions and changes outlined in the letter, dated 15 September 1978 from Mr. Butler. It would appear to me that none of these changes would affect the function and operation of the project.

4 (a) In this question you refer to Aluminium Products Company Ltd. I assume that you mean Sentinel Aluminium Products Co. Ltd.

It must be understood that Sentinel did not prepare any budget for this project. The budget was prepared by Pigott and during this preparation they obtained information and costs from suppliers and installation contractors. In this case, Pigott obtained information from Sentinel. In the letter referred to, Sentinel are indicating that the items listed were not included in the information supplied to Pigott. There is no indication as to which budget they refer to in their letter.

4 (b) There were no plans and specifications available when the budget was prepared by Pigott. The plans and specifications were prepared prior to the calling of tenders. Therefore, the plans and specifications were not amended as such.

5 (1) As stated above, there were no plans and specifications at the time of preparing the budget. The architect is responsible for the content of the plans and specifications.

5 (2) In this question you asked if they were of the finest materials? Many different meanings can be given to the word "finest". From my knowledge the architect specified acceptable materials for this project. However, if you wish to clarify this question, I will attempt to provide the information, if possible.

5 (3) The "so called" changes were made by the architect and, as far as I know, the Construction Manager and myself were not involved in this process. The plans and specifications were prepared during the design process prior to calling tenders.

5 (4) The final plans and specifications were prepared just prior to calling tenders for each bid package. A copy of the three budgets prepared by Pigott are attached herewith.

Continued.....

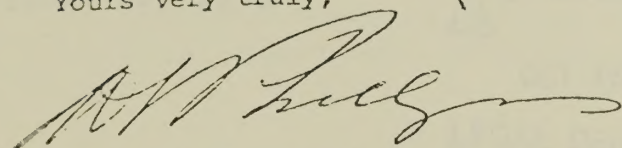
Legal Department
9 October 1979

- 3 -

301-0008.1*
Continued.....

- 6 The reports you requested were not prepared in detail and therefore, are not available.
7. With regard to Table I, it has been revised several time and I attach, herewith, a copy of the latest revision.

Yours very truly,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb
Attch.

PIGOTT CONSTRUCTION LIMITED
ENGINEERS AND CONTRACTORS
P.O. BOX 309
HAMILTON, CANADA L8N 3G7

October 15, 1979

RECEIVED
OCT 19 1979

The Corporation of the
City of Hamilton,
P.O. Box 2040,
Hamilton, Ontario

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Attention: Mr. W. L. Phillips

Dear Sir:

Re: #515 - Hamilton Central Library
and Farmers' Market

In accordance with your request of October 12/79, the following is a listing of Architect's Change Notices, detailed in our "Working Budget Update" for July 31/79 which were in the pricing and approval process at that time.

1) Bid Package No. 5 - Mechanical

Approximate
Price Range

Miscellaneous mechanical work covered by Architect's Change Notice #5, 10, 12, 13, 14, 15, 16, 18, 20, 21, 22 and the mechanical work associated with the tunnel construction, in the approximate amount of \$167,304.67

2) Bid Package No. 6 - Electrical

Miscellaneous electrical work covered by Architect's Change Notice #7, 7A, 10, 14, 15, 16, 17, 18 in the approximate amount of \$ 69,249.75

3) Bid Package No. 34 - Carpeting

Architect's Change Notice #3 originally priced by the Bid Package contractor in the amount of \$17,999.75 later revised to \$ 3,203.00

... Cont'd Page 2 ...

FILE NO.....			
LETTER NO. <u>325-60</u>			
DEPT. OF ENGINEERING			
OCT 19 1979			
READ BY	ANS BY	FILED BY	
<u>AM</u>			
DES.		DES.	
DES. 2		DES. 2	
UTIL.		UTIL.	
DRAFT		DRAFT	
SPEC.		SPEC.	
ACC.		ACC.	
SEC. DES.		SEC. DES.	

UNITED STATES DEPARTMENT OF AGRICULTURE
 BUREAU OF PLANT INDUSTRY
 WASHINGTON, D. C. 20250

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1. Name of the plant
 2. Name of the grower
 3. Address of the grower
 4. City
 5. State
 6. Zip

7. Date of collection
 8. Name of the collector
 9. Name of the collector's institution
 10. Name of the collector's address

11. Name of the collector's institution

12. Name of the collector's institution

13. Name of the collector's institution

14. Name of the collector's institution

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29. Name of the collector's institution

30. Name of the collector's institution

The Corporation of the City of Hamilton,
Attention: Mr. W. L. Phillips

Page 2

October 15, 1979

	Approximate Price Range
1) <u>Bid Package No. 37 - Misc. Concrete</u>	
Miscellaneous work to the sidewalk of York Street originally priced by the Bid Package contractor in the amount of \$38,968.22. Revised by the City Engineering Department to a budget amount of	\$6,000.00
Miscellaneous work in other bid packages in the approximate amount of	\$1,285.78

It should be noted that a number of these prices were not
finalized with the Bid Package contractors at the time of
the July "Working Budget Update" and the final costs may
vary from the amounts shown above.

Yours very truly,

PIGOTT CONSTRUCTION LIMITED

P. Hatton

P. Hatton,
Project Engineer

PH:dm

cc: A. Butler

1910

Statement

of the

Department of Finance

for the year ending
June 30, 1910
in the Department of Finance
for the year ending
June 30, 1910

20,000,000

and the Department of Finance
for the year ending June 30, 1910

and the Department of Finance
for the year ending June 30, 1910

1910

Department of Finance

Statement

of the

1910

ATTENTION OF W. L. Phillips

YOUR FILE NO.

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

RECEIVED

OCT 19 1979

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Re: Central Library and
Farmers' Market

As directed by the Working Committee, I forward herewith a copy of the following letters:

1. Letter dated 10 September 1979 from Mr. A. Butler to the Board of Control.
2. Letter dated 2 October 1979 from Mr. A. Butler to the Board of Control.
3. Letter dated 26 September 1979 from Pigott Construction Ltd. to the City Engineer.
4. Letter dated 15 October 1979 from Pigott Construction Ltd. to the City Engineer.
5. Letter dated 9 October 1979 from the City Engineer to the City Solicitor.
6. Letter dated 9 October 1979 from the City Engineer to Controller Morrow.

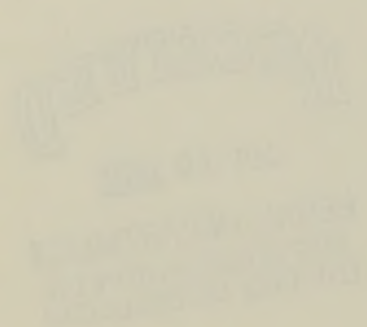
The Working Committee has requested that you review the above-mentioned correspondence and to outline any additional information you may require and also to provide the Committee with your comments on these letters. The Committee also requested that your reply be directed to the Working Committee through the Chairman, Controller Morrow. This reply is to be in confidence to the Committee only.

Continued.....

The Commission on the Law of Evidence

Report of the Commission on the Law of Evidence
to the National Conference of Commissioners on Uniform State Laws
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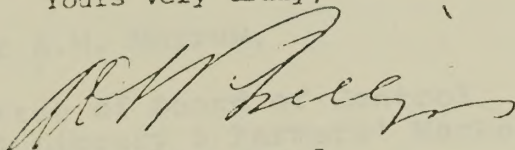
Continued...

Legal Department
18 October 1979

- 2 -

301-0008.1*
Continued.....

Yours very truly,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb
Encl.

c. c. Controller R. M. Morrow

Local Government
in District 100



City of New York
Department of Health and Mental Hygiene

1918
No. 1

Received of the City of New York

November 6, 1979.

RECEIVED

NOV 7 1979

Controller R.M. Morrow,
Chairman,
Sub Committee of Board of Control,
Re Central Library & Farmers' Market.

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF BURLINGTON

Dear Controller Morrow:

Re: Central Library-Farmers' Market - Cost Over-run

On October 19, 1979, I received a letter dated October 18, 1979 from Mr. W.L. Phillips, City Engineer and Co-ordinator of this project requesting that comments be made directly to your Committee on the material he submitted with that letter.

I. DOES THE SUBMITTED MATERIAL EXPLAIN THE COST OVER-RUN?

Regrettably, the material enclosed in the letter did not offer, as I see it, any tangible explanation for the 1979 cost over-run:

1. The Construction Manager, Pigott Construction Limited, in a letter of September 26, 1979, alleges that the main items contributing to the most recent construction budget over-run, "... arise out of an approximately 3½ months' delay and miscellaneous mechanical, electrical work covered by Architect's Change Notices ... and subsequently authorized by Change Order", and also "Miscellaneous minor work across several bid packages".

2. The other letter of the Construction Manager, Pigott Construction Limited of October 15, 1979, gives the Change Notice number of Miscellaneous, mechanical, electrical work, etc., and the respective amounts in dollars and cents; beyond that and the earlier allegation of the 3½ months' delay, there is no explanation for this most recent cost over-run.

3. The letter of October 2, 1979 from the Architect, Mr.A. Butler, to the Board of Control is vague and advances no evidence for this second cost over-run except the suggestion of "competitive tendering" was to be achieved "without delay".

4. A further general comment on the material submitted is that it does not reflect a detailed comprehensive report explaining the reasons for this most recent cost over-run. With the sparsity

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of information, one then must of necessity, review this problem as a whole keeping in mind two basic facts, namely,

- (1) the appointment of Mr. A. Butler as Architect for the project was in July 1975, and
- (2) the approved budget of \$10,490,000.00 was adopted by Council on December 13, 1977.

II. WHAT ARE THE DUTIES OF THE ARCHITECT AND CONSTRUCTION MANAGER WITH RESPECT TO THE BUDGET?

In assessing the responsibilities of the Construction Manager and Architect, one must of necessity revert back to the contractual obligations of the Architect and Construction Manager.

As we stated in our earlier letter of September 21, 1979, the contract with the Architect provided, inter alia, that he had a duty to "review and revise estimates as preparation of drawings and specifications proceeds". A provision of the Architect's contract expressly requires the Architect to indemnify the City "from any increased costs of the project... resulting from the negligent error or omission of the Architect".

We also stated in our report that the Construction Manager, Pigott Construction Limited had numerous duties with respect to cost control, among other things that the Construction Manager "agrees to furnish his best efficient business administration and superintendence and to use every effort to ensure that the work is executed in a good and workmanlike manner, in the most expeditious and economical manner consistent with the interests of the Owner, within the budget approved by the Owner and within the completion schedule agreed to by the Owner" (underlining mine).

From the following review, it will be shown that there are serious doubts as to whether the Architect or Construction Manager fulfill the above mentioned duties.

III.1. WAS THE BUDGET PROPERLY ESTIMATED?

It is difficult to understand why matters got out of control, particularly since Pigott and Butler indicated that the budget of \$10,490,000.00 although "tight" was achievable. Notwithstanding this, we learned from Mr. Phillips for the first time when, in response to my letter of November 23, 1978, he submitted material to me in his letter of October 9, 1979, that, the Construction Manager, Pigott, under its duty to prepare the final working budget for approval by the City, prepared 3 budgets, as follows:

- (1) October 12, 1977 - \$12,177,639.00 - includes Tunnel Construction and Additional Escalator and 5% Contingency Allowance;

- (2) October 26, 1977 - \$10,828,492.00 - includes 5% contingency allowance, but not Tunnel Construction or additional escalator; Pigott states "we understand...these...are beyond the scope of the building budget";
- (3) November 24, 1977 - \$10,490,000.00 - includes "reduced contingency" (amount not indicated), and includes Tunnel Construction at \$150,000.00 and Additional Escalator at \$104,000.00. We have no information to indicate why the Tunnel and Escalator Construction are now "within" the scope of the building budget.

In considering the above, it is important to note the following:

<u>Estimated Cost</u>	<u>Council Approval</u>	<u>O.M.B. Approval</u>
\$ 9,759,000	December 30, 1976	April 4, 1977
\$10,490,000	December 13, 1977	December 29, 1977
\$11,240,000	July 18, 1978	September 19, 1978
\$11,712,000	November 29, 1978	December 13, 1978
\$12,312,000	September 11, 1979	October 11, 1979

The above reveals that after December 30, 1976 when Council approved an estimated cost of \$9,759,000, the three budgets were prepared. Finally, the 3rd Budget of \$10,490,000 was approved by City Council on December 13, 1977. This was an increase of \$731,000 over the original estimated cost of \$9,759,000. The above table shows recurring increases. At this point, it is interesting to note that the Pigott Budgets No. 1 (\$12,177,639.00) and No. 2 (\$10,828,492) were not included in the material submitted to Council in considering the 1978 Cost Over-run of \$472,000 which was ultimately approved by Council on November 29, 1978 resulting in a total estimated cost of \$11,712,000 as at November 29.

It is difficult to understand, in the context of the obligations imposed on the Architect and Construction Manager to provide City Council with the best advice based on accumulated expertise why there were so many changes in the estimated costs. It is not unreasonable to suppose that such advice would be the basis of Council's decision as to the maximum estimated costs including contingencies expected to be expended for the project.

2. HOW WAS THE REDUCTION OF \$1,687,639.00 FROM BUDGET NO.1 TO BUDGET NO. 3 ACHIEVABLE?

In our view, there is no satisfactory explanation.

A quick comparison of the details itemized in the 3 budgets indicates that many items were reduced in each succeeding budget.

Of some assistance in this regard is a letter dated November 28, 1978 from Mr. A.K. German, the City Architect to Mr. J.R. Jones, Secretary, Board of Control, reviewing the 1978 Cost Over-run. Mr. German refers to a letter dated February 17, 1978 from Pigott Structures which suggests that the square footage of the project was not reduced in any way to satisfactorily explain the substantial decrease in cost (\$1,687,639.00) between Budget No. 1 and Budget No. 3.

Mr. German comments that this "...seems to bear out the view... that all the downward Budget Revisions on this Project were done by Estimators at their desk by reducing cost figures rather than being done by the Library Board and their Architects at their Architects' Drafting Board by reducing the size of the building".

There is also a strong suggestion in Mr. German's letter that a saving of \$484,934.00 was achieved, at least on paper, by the expedient of "dropping" certain items from Budget No. 1. Mr. German mentions certain items, e.g. relocation of existing 18" sewer line drainage system, floors on grade, lockers, 2 out of 3 overhead multi-leaf doors, metal partition and glass, vault frame door and shelving mail box, traffic signs. However, it seems that these items were not, in fact, to be dropped from the project since Mr. German states that these "costs are not likely to simply go away in actual construction just because they are ...omitted from the estimator's budget".

Accordingly, all of the above lend strong support to Mr. German's statement that "cost of some items of work e.g. roofing, finishing carpentry, miscellaneous concrete work, hollow metal have been badly underestimated from the start".

In effect, and consistent with the City Architect's comments, it appears that the Architect designed a 12 million "plus" building which both the Architect and Construction Manager inexplicably estimated would cost \$10,490,000.00. What is becoming clear, however, is that the Architect did not design a building to suit the \$10,490,000.00 budget approved by Council.

3. WAS THE BUDGET BASED ON THE APPROPRIATE DESIGN REQUIREMENTS?

The information furnished to us during the 1978 Cost Over-run suggested a number of areas where the design on which the final budget was based was later revised or upgraded adding to the costs, for example:

- (1) Mr. Butler in a letter dated September 7, 1978 to Mr. Phillips, states that "the original budget... based on a lower quality of roofing system than is appropriate for buildings of this type - and indicates that no allowance for roof walkways or vapor barrier was made;

.../5

- (2) By letter dated September 8, 1978, Mr. Butler attaches a letter from Mr. E. Suchard of Robertson Building System from which it becomes apparent the Architect based his specifications on a new untested product - "forma2wall". Mr. Suchard indicates that the first project using this had serious technical difficulties which were resolved but the cost of the product rose substantially and accordingly, Robertson did not bid on Bid Package No. 14 which was tailored specifically for this product.

Incidentally, this type of information which was provided during the 1978 Cost Over-run is conspicuously absent from the 1979 Cost Over-run.

IV. 1. WHAT EXPLANATIONS HAVE BEEN GIVEN FOR THE COST OVER-RUN?

- a) Much has been made of the 3½ month delays referred to by Mr. Phillips in his letter of August 23, 1979 to the Board of Control, respecting the Contract Documents and the Carpenters' Strike;
- b) In addition, Mr. Phillips states in his letter dated October 9, 1979 to Controller Morrow that "the time taken to review the Contract Documents was strictly controlled by the City and not the Architect". We, of course, reject this (as we have in our earlier reports);
- c) It should also be noted that at the Council Meeting of September 11, 1979, when the 1979 Cost Over-run was reviewed, Mr. Butler stated that one of the reasons for the over-run was that there was not an ample contingency fund and that a 5% contingency was allowed by the Region for the Construction of the Police Building.

2. WAS THE TIME TAKEN TO REVIEW THE CONTRACT DOCUMENTS STRICTLY CONTROLLED BY THE CITY?

The recommendation to use the CCDC Contract Forms was not made until December of 1977 by letter dated December 20, 1977 from Mr. Butler to Mr. Phillips. It would seem that any recommendation respecting the Contract Forms should have been submitted and dealt with well in advance of December 20 since,

- a) the CCDC Contract Forms are not "universally accepted". They are not accepted by, e.g. Metro Toronto, Regional Niagara, Windsor and Calgary. Further, the CCDC Contract Forms are designed to protect the contractors to the disadvantage of the City. So also, it is important to remember that the Architect's first responsibility is to protect his client's interest - the City - and to avoid documentation contrary to this interest.

- b) the Architect was hired by Council on July 31, 1975. The material does not explain how far the Architect had advanced between 1975 and June 1, 1977 when City Council approved the joint recommendation of Mr. Phillips, City Engineer and Co-ordinator and Mr. A. Butler that a Construction Manager be appointed for this project. In addition, there was no suggestion until December of 1977 that the City's Contract Forms would not be used. A check with the Treasury Dept. reveals that from that time to June 1, 1977, when the Construction Management Method was adopted, Mr. Butler received payments totalling \$170,297.73 as part of his fees in accordance with his Contract.

The questions which follow are:

- 1) What was the Architect doing during these 23 months?
- 2) Is it not reasonable to ask whether one should not be concerned about the possibility of escalating costs during those 23 months?

Neither the Architect nor the Co-ordinator, Mr. Phillips, saw fit to explain why after more than 27 months all that was presented to the Construction Manager, Pigott Construction Limited, was "...very preliminary drawings sketches and brief outline specifications dated September 12, and 21, 1977 and meetings with the Architect"; The above quotation is from Pigott Structures' letter of October 12, 1977 to Mr. Phillips City Engineer.

With all the emphasis that has been placed on the 3½ months' delays, there seemed to be an absence of concern with respect to cost escalation during those 27 months.

- c) construction was originally scheduled to commence in October of 1977;
- d) in November of 1977, Mr. Butler and Pigott stressed that the budget was tight and further delays could lead to additional cost.

In addition, considering that an early construction start was vital Mr. Butler in revising the CCDC Documents, pursuant to a meeting on January 11, 1978 between himself and members of the Engineering and Legal Departments did not submit the revised specifications until early February of 1978, a delay of some 3 weeks and even the revised specifications did not include all the changes agreed to. For these reasons, we cannot agree with Mr. Phillips' statement that "the time taken to review the contract documents was strictly controlled by the City and not the Architect".

In addition, it seems that there may have been other delays for which the City cannot be held responsible, for example, there was apparently a 4 month lapse from the time Mr. Butler forwarded specifications to the Electrical Contractor and did not receive a quotation until the end of that period. You will recall at a meeting of the Board of Control when Controller Valeriano attempted to elicit an answer from Mr. Butler that this 4 month lapse might have had some effect on the increased cost, Mayor MacDonald, as Chairman, declined to allow the question as put.

3. DO THE 3½ MONTH DELAYS & REDUCED CONTINGENCY ALLOWANCE EXPLAIN THE COST OVER-RUNS?

There is a strong implication throughout the material that if the 3½ month delays referred to in Mr. Phillips' letter of August 23, 1979, to the Board of Control (e.g. March 6, 1978 to May 1, 1978 and July 20, 1978 to September 1, 1978) and if the contingency allowance had not been reduced, there would have been no cost over-run.

In our opinion, the cost increase from \$10,490,000.00 to \$12,312,000.00 cannot be adequately explained by the 2 delays and the reduced contingency:

- a) Contingency Allowance: Even if there had been no contingency allowance whatsoever included in the approved \$10,490,000.00 budget, a 5% allowance would have increased the contract price by \$524,500.00 to a total of \$11,014,500.00.

However, Pigott indicates in its November 24, 1977 budget that there is included a "reduced contingency" and we believe this reduced contingency to be approximately 3%. If the 3% is correct, it was only a 2% contingency that had been eliminated and accordingly, the budget would have increased by \$203,689.32 to a total of \$10,693,689.32. This amount of \$10,693,689.32 would include a 5% contingency.

- b) 3½ Month Delay: In our opinion, this cannot explain the 19.4% increase in cost. It should be noted that while the increase from \$10,490,000 to \$12,312,000 is an increase of 17.4%, the actual percentage increase is 19.4% because certain items were deleted to an amount of \$215,633.00 - Items 1 and 2 of the 55th Report of the Board of Control adopted on November 28, 1978. Without these deletions, the cost of the project would now be \$12,527,633.00.

We would also wish to stress that ordinary inflationary increases and inherent revision costs, assuming no delays, are items which should have been accounted for in any proposed budget submitted by the Construction Manager and Architect upon whom the City relied.

WHAT IS THE PURPOSE OF THE "NEW" CONTINGENCY ALLOWANCE OF \$250,000.00 APPROVED BY COUNCIL ON SEPTEMBER 11, 1979?

During the course of the dinner meeting as well as the Council meeting of September 11, 1979, in which the present cost over-run was reviewed with Mr. Butler, approval was sought for a \$250,000.00 contingency allowance. You may recall that a member of Council indicated that the remaining contract would cost approximately \$48,000.00. Notwithstanding this, the Architect sought and received a contingency of \$250,000.00. Under the circumstances, it is not unreasonable to ask whether that \$250,000.00 would be used to take care of other material and labour that have hitherto not been disclosed to Council.

THE ROLE OF THE MANAGEMENT COMMITTEE:

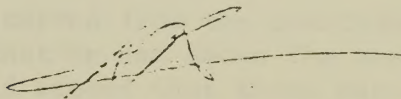
During the City Council Meeting of September 11, 1979, Mr. Butler indicated that architectural drawings were completed in November, apparently of 1978, and that Change Notices were issued to contractors asking them to quote, and replies were received in April of 1979. He further stated that he was aware in April that there would be an "over-run", but did not get the final figures until July 1979. It should be noted that none of this was reported to the Board of Control until August 23, 1979, some five months later.

With this revelation, it is not unreasonable to ask what was the extent of the control, if any, exercised by the Management Team when the problem seems to have first surfaced in April of 1979. Further, during the time that change notices were issued, neither the Board of Control nor Council had any notice of this although it must have been apparent that costs were increasing significantly. At the time the Board of Control and Council were requested to approve the change orders, the matter was, in effect, a fait accompli.

CONCLUSION:

In concluding, there is nothing in the material submitted in my view that relieves the Architect, Mr. Anthony Butler and the Construction Manager, Pigott Construction Limited from their contractual obligations. Accordingly, I would reaffirm my opinion as given in my report dated September 21, 1979 that the City would appear to have a prima facie case in law against the Architect and Construction Manager for having failed to meet their contractual obligations.

Yours truly,



K. A. Rouff,
City Solicitor.

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Recd. 7 30 7 PM 18 NOV 1979

REFER TO FILE NO. 301-0008.1* 38

ATTENTION OF W. L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

23 November 1979

RECEIVED

NOV 23 1979

Controller R. M. Morrow

To: Central Library and
Farmers' Market

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Sir:

As requested, I have reviewed the letter, dated 6 November 1979 to you from the City Solicitor and I now provide you with my comments as follows:

I With respect to the letters received from the Construction Manager, I wish to point out that he has shown the areas where the overruns occurred and stated that these were the results of (a) delays and (b) change notices issued by the architect. The Construction Manager does not have responsibility for the issuance of Change Notices and, therefore, cannot comment further.

Regarding the comment in Part 3 of this section, the reference to "competitive tendering" was taken out of context as it was a small part of the two page letter from Mr. Butler.

If the City Solicitor would clearly outline the information he requires, I will attempt to provide it. In my opinion, I have provided the Board of Control with detailed reports on this matter.

II The Construction Manager is responsible for scheduling and co-ordination of the work on the site. He is not responsible for design nor the issuance of change notices. As outlined in my previous reports regarding the latest cost overrun, the reasons for such overruns are (a) delays and (b) change notices. I would suggest that these matters are outside the jurisdiction of the Construction Manager.

Continued.....

Under this item the City Solicitor raises the question as to why there were so many changes in the estimated costs. In the first instance, these estimates were prepared because the City was not prepared to accept the first two estimates that were prepared.

After the final estimate was approved by City Council on 24 November 1977, the changes in the estimates were due to the tenders received for the various bid packages. The last revisions to the total cost of the project was due to (a) delays and (b) change notices issued to the contractors.

(2)(b) Between the dates 31 July 1975 (when the Architect was hired by City Council) and 1 June 1977 when City Council approved the recommendation that a Construction Manager be appointed; the Architect developed the preliminary drawings for this project based on the requirements that were contained in a report prepared for the Library Board. These preliminary drawings were presented to City Council in March 1977 and were approved by City Council on 31 May 1977. On this date the architect was authorized to proceed with the detailed drawings for the project.

Under the contract with the Architect, payment up to 1/4 of the total fee is payable when the preliminary drawings are completed.

Under the construction management system, the detailed drawings are prepared for each bid package, in succession and, therefore, the detailed drawings for one bid package are being prepared while work under another bid package is being carried out on the site. Therefore, detailed drawings were not available when the budget estimates were prepared by the Construction Manager.

Reference is made to a 27-month period during which the City Solicitor states that it seemed that there was an absence of concern for cost escalation. This period referred to is prior to the preparation and approval of a final working budget. In addition, during this period there were serious discussions between the City and the Library Board as to whether the preliminary plans should be approved or not. This matter was resolved by City Council on 31 May 1977 when the architect was authorized to proceed with detailed drawings.

Continued.....

Controller R. M. Morrow
11 November 1979

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301-0008.1*
Continued.....

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(1)(b) Cont'd.....

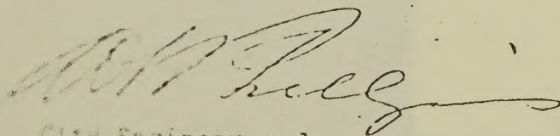
Reference is made to an apparent 4-month lapse from the time Mr. Butler forwarded specifications to the Electrical Contractor and the receipt of a quotation. This delay did not cause any delay to the construction schedule and, therefore, did not cause an increase in cost in the same manner as the other delays that have been identified.

On Page 7 reference is made to the "3½-Month Delay" and the Contingency Allowance. In my report to the Board of Control. I stated that the 3½-month delay did cause an additional cost in connection with the Management Fee and the Site Work. This accounted for only a portion of the overrun. Later, Mr. Butler referred to the reduced contingency allowance that was included in the budget. At no time did I suggest that if the delay had not occurred, or if a larger contingency allowance had been used, there would be no overrun.

18
It has been adequately explained to Council that the \$250,000.00 contingency allowance is to cover future costs of changes that may be required but which were unknown and unforeseen at that time.

19
The matter of reporting the latest overrun to Board of Control was fully covered in my report, dated 23 August, 1979 and my further report to the sub-committee which was appointed to review the latest overrun.

Yours very truly,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLD:jb

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